



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

# **STANDARD LOW BID PROJECT**

**January 14, 2008**

**CEDAR CITY OFFICE REPLACE FRONT STAIRS,  
RAMP AND CANOPY**

**DEPARTMENT OF WORKFORCE SERVICES**

**CEDAR CITY, UTAH**

DFCM Project Number 07282920

Sargent Design Group  
2390 West Highway 56, Suite 4A  
Cedar City, Utah 84720

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :

Drawings:

**The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>**

# NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

**CEDAR CITY OFFICE REPLACE FRONT STAIRS, RAMP, AND CANOPY**  
**DEPARTMENT OF WORKFORCE SERVICES**  
**CEDAR CITY, UTAH**  
**DFCM PROJECT NO: 07282920**

Bids will be in accordance with the Contract Documents that will be available on January 14, 2008, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Jeff Reddoor, DFCM, at 801-971-9830. No others are to be contacted regarding this bidding process. The construction budget for this project is \$ 77,823.00.

A **mandatory** pre-bid meeting will be held at Workforce Services Building, 176 East 200 North, Cedar City, Utah, on **January 18, 2008 at 10:00 AM**. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of **2:30 PM on January 29, 2008** at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT  
Joanna Reese, Contract Coordinator  
4110 State Office Building, Salt Lake City, Utah 84114

## **PROJECT DESCRIPTION**

Remove front concrete stairs, and steel canopy over entrance and stairs. Construct new stairs with an ADA approved ramp and handicaped access in front of building. Construct a 24" retaining wall on west entrance.

**PROJECT SCHEDULE****PROJECT NAME: Cedar City Office Replace Front Stairs, Ramp, and Canopy - Department of Workforce Services - Cedar City, Utah****DFCM PROJECT NO. 07282920**

Event	Day	Date	Time	Place
Bidding Documents Available	Monday	January 14, 2008	8:00 Am	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
<b>Mandatory</b> Pre-bid Site Meeting	Friday	January 18, 2008	10:00 AM	Workforce Services 176 East 200 North , Cedar, Utah,
Last Day to Submit Questions	Wednesday	January 23, 2008	1:00 PM	<i>jreddoor@utah.gov</i>
Addendum Deadline (exception for bid delays)	Friday	January 25, 2008	2:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Tuesday	January 29, 2008	2:30 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Wednesday	January 30, 2008	2:30 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Friday	May 30, 2008	5:00 PM	

\* NOTE: DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

**Division of Facilities Construction and Management**

**DFCM**

## BID FORM

NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

To the Division of Facilities Construction and Management  
4110 State Office Building  
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the Cedar City Office Replace Front Stairs, Ramp and Canopy – Department of Workforce Services – Cedar City, Utah – DFCM Project No. 07282920 and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: \_\_\_\_\_

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by May 30, 2008, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of \$ **500.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of \_\_\_\_\_

The undersigned Contractor's License Number for Utah is \_\_\_\_\_.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

\_\_\_\_\_  
(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

\_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Name of Bidder

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

# INSTRUCTIONS TO BIDDERS

## 1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

## 2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

## 3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.



**4. Listing of Subcontractors**

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

**5. Interpretation of Drawings and Specifications**

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

**6. Addenda**

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

**7. Award of Contract**

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

**8. DFCM Contractor Performance Rating**

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

**9. Licensure**

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

**10. Right to Reject Bids**

DFCM reserves the right to reject any or all Bids.

**11. Time is of the Essence**

Time is of the essence in regard to all the requirements of the Contract Documents.

**12. Withdrawal of Bids**

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**13. Product Approvals**

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

**14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors**

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

**15. Debarment**

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

## BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

### KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ \_\_\_\_\_ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH** that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the \_\_\_\_\_ Project.

**NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Principal's name and address (if other than a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Principal's name and address (if a corporation):**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix Corporate Seal)

**Surety's name and address:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

By: \_\_\_\_\_  
Attorney-in-Fact (Affix Corporate Seal)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

NOTARY PUBLIC

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

**PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED**  
**PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED**

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

**LICENSURE:**

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

**BIDDER LISTING 'SELF' AS PERFORMING THE WORK:**

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

**'SPECIAL EXCEPTION':**

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

**INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**  
**Page No. 2**

**GROUND FOR DISQUALIFICATION:**

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

**CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:**

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

**EXAMPLE:**

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS  
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.**

**SUBCONTRACTORS LIST**

FAX TO 801-538-3677

PROJECT TITLE: \_\_\_\_\_

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

**NOTICE:** FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

# **FUGITIVE DUST PLAN**

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.



**Utah Division of Air Quality**

*April 20, 1999*

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A  
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.
2. Address or location of your operation or construction site.
3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.
4. Lengths of the project, if temporary (time period).
5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.
6. Type of material processed or disturbed.
7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.
  
9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).
  
10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

**Description of Fugitive Dust Emission Activities**  
**(Things to consider in addressing fugitive dust control strategies.)**

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

## **Description of Fugitive Dust Emission Controls on Site**

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

## **Description of Fugitive Dust Control Off-site**

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).
  
2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary  
Utah Air Quality Board  
POB 144820  
15 North 1950 West  
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000  
FAX: (801) 536-4099

## **Fugitive Dust Control Plan Violation Report**

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the source's dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

## CONTRACTOR'S AGREEMENT

FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CONTRACTOR'S AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at \_\_\_\_\_.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Work to be performed shall be in accordance with the Contract Documents prepared by \_\_\_\_\_ and entitled "\_\_\_\_\_"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

**ARTICLE 2. CONTRACT SUM.** The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of \_\_\_\_\_ DOLLARS AND NO CENTS (\$\_\_\_\_\_.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

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Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

**ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY.** The Work shall be Substantially Complete by \_\_\_\_\_. Contractor agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

**ARTICLE 5. PAYMENT.** The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to



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safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

**ARTICLE 6. INDEBTEDNESS.** Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

**ARTICLE 7. ADDITIONAL WORK.** It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

**ARTICLE 8. INSPECTIONS.** The Work shall be inspected for acceptance in accordance with the General Conditions.

**ARTICLE 9. DISPUTES.** Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

**ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT.** This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

**ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF.** The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

**ARTICLE 12. INDEMNIFICATION.** The Contractor shall comply with the indemnification provisions of the General Conditions.

**ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT.** The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

**ARTICLE 14. RELATIONSHIP OF THE PARTIES.** The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

**ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT.** Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

**ARTICLE 16. ATTORNEY FEES AND COSTS.** Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Please type/print name clearly

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the \_\_\_\_\_ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

(SEAL)

\_\_\_\_\_  
**Notary Public**

My Commission Expires \_\_\_\_\_

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
David D. Williams, Jr. Date  
DFCM Administrative Services Director

**DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

\_\_\_\_\_  
- Manager Date  
Capital Development/Improvements

APPROVED AS TO FORM:  
ATTORNEY GENERAL  
November 30, 2006  
By: Alan S. Bachman  
Asst Attorney General

APPROVED FOR EXPENDITURE:  
\_\_\_\_\_  
Division of Finance Date

**PERFORMANCE BOND**  
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That \_\_\_\_\_ hereinafter referred to as the "Principal" and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_, for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Seal)

Title: \_\_\_\_\_

**WITNESS OR ATTESTATION:**

\_\_\_\_\_

**SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Agency:** \_\_\_\_\_  
**Agent:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General

# PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ in the County of \_\_\_\_\_, State of Utah, Project No. \_\_\_\_\_ for the approximate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WITNESS OR ATTESTATION:

\_\_\_\_\_

## PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Title: \_\_\_\_\_

## WITNESS OR ATTESTATION:

\_\_\_\_\_

## SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact (Seal)

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

NOTARY PUBLIC

Agency: \_\_\_\_\_  
Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Approved As To Form: May 25, 2005  
By Alan S. Bachman, Asst Attorney General



## Division of Facilities Construction and Management

## CHANGE ORDER # \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

AGENCY OR INSTITUTION: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSTRUCTION CHANGE DIRECTIVE NO.	PROPOSAL REQUEST NO.	AMOUNT		DAYS	
		INCREASE	DECREASE	INCREASE	DECREASE

	Amount	Days	Date
ORIGINAL CONTRACT			
TOTAL PREVIOUS CHANGE ORDERS			
TOTAL THIS CHANGE ORDER			
ADJUSTED CONTRACT			

DFCM and Contractor agree that the terms, contract sum, scope of the Work and time specified in this Change Order shall constitute the full accord and satisfaction, and complete adjustment to the Contract and includes all direct and indirect costs and effects related to, incidental to, and/or reasonably implied from such change in the contract terms, sum, scope of the Work and time.

Contractor: \_\_\_\_\_

Date

Architect/Engineer: \_\_\_\_\_

Date

Agency or Institution: \_\_\_\_\_

Date

DFCM: \_\_\_\_\_

Date

Funding Verification: \_\_\_\_\_

Date

Page \_\_\_\_ of \_\_\_\_ page(s)

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## CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT \_\_\_\_\_ PROJECT NO: \_\_\_\_\_  
AGENCY/INSTITUTION \_\_\_\_\_

AREA ACCEPTED \_\_\_\_\_

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

\_\_\_\_\_

\_\_\_\_\_

The Owner acknowledges receipt of the following closeout and transition materials:

☐ As-built Drawings    ☐ O & M Manuals    ☐ Warranty Documents    ☐ Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of \_\_\_\_\_ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within \_\_\_\_\_ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$ \_\_\_\_\_. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

\_\_\_\_\_  
CONTRACTOR (include name of firm)    by: \_\_\_\_\_  
(Signature)    DATE

\_\_\_\_\_  
A/E (include name of firm)    by: \_\_\_\_\_  
(Signature)    DATE

\_\_\_\_\_  
USING INSTITUTION OR AGENCY    by: \_\_\_\_\_  
(Signature)    DATE

\_\_\_\_\_  
DFCM (Owner)    by: \_\_\_\_\_  
(Signature)    DATE

# **PROJECT MANUAL**

## **State of Utah Department of Workforce Services**

### **LOCATED IN CEDAR CITY, UTAH**

### **FOR Division of Facilities Construction and Management, State of Utah**

**DATE:** September 28, 2007

**DFCM Project NO.:** 07282920

**ARCHITECT'S PROJECT NO.:** 07485

**ARCHITECT:** SARGENT DESIGN GROUP  
36 NORTH 300 WEST  
SUITE B  
CEDAR CITY, UTAH 84720  
**PHONE:** (435) 586-8510  
**FAX:** (435) 586-4873



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I

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May 25, 2005

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  - 4.9.4 Representations by Contractor.
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7.4.1 Adjusting Sum Based Upon Agreement.

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7.4.3 Credits.

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7.5.1 When Used and Contractor's Right to Challenge.

7.5.2 Proceed With Work and Notify DFCM About Adjustment Method.

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7.7.9 Decision Final Unless Claim Submitted.

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# **GENERAL CONDITIONS**

May 25, 2005

## **ARTICLE 1. GENERAL PROVISIONS.**

### **1.1 BASIC DEFINITIONS.**

A/E (including all design professionals). "A/E" means the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the A/E's Agreement and is referred to throughout the Contract Documents as if singular in number. The term "A/E" also means the A/E's representative and its subconsultants. When these General Conditions are part of a Contract in which the design professional is an interior designer, landscape subconsultant or other design professional, the term "A/E" as used in these General Conditions shall be deemed to refer to such design professional. A license is not required when the type of design professional is one which is not subject to a professional license, but such professional must meet the prevailing standards in the State of Utah for such practice. For projects where there is no A/E hired by DFCM, the references in the General Conditions to A/E shall be deemed to refer to DFCM as may be practicably applied.

**ADDENDA.** "Addenda" means the written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

**ASI.** "ASI" shall mean a Supplemental Instruction issued by the A/E to the Contractor which may result in clarifications or minor changes in the Work and does not affect the contract time or the contract amount.

**BID.** "Bid" means the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BONDS.** "Bonds" mean the bid bond, performance and payment bonds and other instruments of security.

**CHANGE ORDER.** "Change Order" means a written instrument signed by the DFCM and Contractor, stating their agreement for changes of the Contract as specified on the required DFCM's change order form.

**CLAIM.** "Claim" means a dispute, demand, assertion or other matter submitted by the Contractor, including a Subcontractor at any tier subject to the provisions of these General Conditions. The claimant may seek, as a matter of right, modification, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A request for Preliminary Resolution Effort (PRE) shall not be considered a "Claim." A requested amendment, requested change order, or a Construction Change Directive (CCD) is not a PRE or Claim unless agreement cannot be reached and the procedures of these General Conditions are followed.

**CONSTRUCTION CHANGE DIRECTIVE.** A "Construction Change Directive" means a written order signed by the DFCM, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The DFCM may by Construction Change Directive, without



invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; even if it may impact the Contract Sum and Contract Time.

**CONTRACT.** The Contract Documents form the Contract for Construction. The term "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the A/E and Contractor, (2) between the DFCM and a Subcontractor or (3) between any persons or entities other than the DFCM and Contractor.

**CONTRACT DOCUMENTS.** The term "Contract Documents" means the Contractor's Agreement between the DFCM and Contractor (hereinafter referred to as "Contractor's Agreement"), the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, Specifications, Addenda, other documents listed in the Contractor's Agreement and Modifications issued after execution of the Contractor's Agreement. The Contract Documents shall also include the bidding/proposal documents, including the Instructions to Bidders/Proposers, Notice to Contractors and the Bid/Proposal Form, to the extent not in conflict with the other above-stated Contract Documents and other documents and oral presentations as part of the Selection which are documented as an attachment to the Contract.

**CONTRACT SUM.** The term "Contract Sum" means the Contract Sum as stated in the Contractor's Agreement and, including authorized and signed adjustments to this agreement (modifications), is the total amount payable by the DFCM to the Contractor for performance of the Work under the Contract Documents.

**CONTRACT TIME.** "Contract Time", unless otherwise provided in the Contract Documents, means the period of time, including authorized and signed adjustments (modifications), stated in the Contract Documents for Substantial Completion of the Work.

**CONTRACTOR.** The Contractor is the person or entity identified as such in the DFCM Contractor's Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case, shall mean the Contractor who executes each separate DFCM Contractor Agreement.

**CONTRACTOR'S AGREEMENT.**

"Contractor's Agreement" means, unless the context requires otherwise, the agreement executed by the Contractor and DFCM for the Project.

**DAY.** The term "day" or "days" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**DEFECTIVE.** "Defective" is an adjective which when modifying the word "Work" refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any inspection, referenced standard, code, test or approval referred to in the Contract Documents, or has been damaged.

**DFCM REPRESENTATIVE.**

"DFCM Representative" means the Division of Facilities Construction and Management person directly assigned to work with the Contractor on a regular basis. Unless the context requires otherwise, the "DFCM Representative" is the "Owner's Representative."

**DIRECTOR.** "Director" means the Director of the Division of Facilities Construction and Management unless the context requires otherwise. Director may include a designee selected by the Director for the particular function referred to in the General Conditions.

**DFCM.** "DFCM" means the Division of Facilities Construction and Management established pursuant to Utah Code Annotated Section 63A-5-201 et seq. Unless the context requires otherwise, DFCM is the "Owner" as that term is commonly referred to in the construction industry.

**DRAWINGS.** The "Drawings" are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and generally include the drawings, elevations, sections, details, schedules and diagrams.

**EXECUTIVE DIRECTOR.**

"Executive Director" means the Executive Director of the Department of Administrative Services, including unless otherwise stated, his/her duly authorized designee.

**INSPECTION.** The word "inspection" or its derivatives shall mean a review of the Project, including but not limited to a visual review of the Work completed to date to ascertain if the Work is in accordance with the Contract Documents, including all applicable building codes and construction standards.

**MODIFICATION.** A "Modification" is (1) a Change Order (2) Construction Change Directive or (3) ASI. The Contract may be amended or modified only by (1) a written amendment executed by both the DFCM and Contractor, or (2) by a Modification.

**NOTICE TO PROCEED.** A "Notice to Proceed" is a document prepared by the DFCM and by its terms authorizes the Contractor to commence Work on the Project. It is deemed issued upon being sent by the DFCM to the Contractor's specified address within the bid or proposal.

**PARTIAL USE.** "Partial Use" means placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work. This partial use does not constitute "substantial completion".

**PRELIMINARY RESOLUTION EFFORT.**

"Preliminary Resolution Effort" or "PRE" means the processing of a request for preliminary resolution or any similar notice about a problem that could potentially lead to a Claim and is prior to reaching the status of a Claim.

**PRODUCT DATA.** "Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**PROJECT.** The "Project" means the total construction of the Work performed under the Contract Documents.

**PROJECT MANUAL (FOR**

**CONSTRUCTION).** The "Project Manual" is the volume assembled for the Work and may include the bidding/proposal requirements, sample forms, General or Supplementary Conditions of the Contract and Specifications.

**PROPOSAL REQUEST OR "PR."**

A "Proposal Request" or "PR" is a proposal request filed with the Contractor for the purposes of seeking a proposal in order to resolve an issue as part of the Change Order or Contract Modification process.

**PROPOSED CHANGE ORDER.** A "Proposed Change Order" ("PCO"), is an informal request by the Contractor filed with the DFCM Representative, in an effort to commence the Contract Modification Process. It shall not be considered a "PRE" or a "Claim." The PCO may be related to any potential, or actual delay, disruption, unforeseen condition or materials or any other matter in which the Contractor intends to seek additional monies or time.

**REQUEST FOR INFORMATION or RFI.**

A "Request for Information" or "RFI" is a request filed by the Contractor with the A/E regarding any request for information, direction or clarification related to the Contract Documents, plans or specifications.

**RESOLUTION OF THE CLAIM.**

"Resolution of the Claim" means the final resolution of the Claim by the Director, but does not include any administrative appeal, judicial review or judicial appeal thereafter.

**RULE.** "Rule," unless the context requires otherwise, shall mean a Rule of the Utah Administrative Code.

**SALES TAX and/or USE TAX.** Sales Tax and/or Use Tax, unless the context requires otherwise, shall mean the sales tax and/or use tax collected or to be collected by the Utah State Tax Commission and shall include any sales and/or use tax that the Utah State Tax Commission collects on behalf of any special district, local government or political subdivision.

**SAMPLES.** "Samples" mean physical examples, which illustrate materials, equipment or workmanship and establishes standards by which the Work will be judged.

**SHOP DRAWINGS.** "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**SPECIFICATIONS.** The "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, installation and workmanship for the Work, and performance of related systems and services.

**SUBCONTRACTOR.** "Subcontractor" means the person or entity that has a direct contract with the Contractor, including any trade contractor or specialty contractor, or with another Subcontractor at any tier to provide labor or materials for the work but does not include suppliers who provide only materials, equipment or supplies to a contractor or subcontractor. Notwithstanding the foregoing, the text in which the term is used may provide for the exclusion of Subcontractors of other Subcontractors or the exclusion of suppliers. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The Term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**SUBSTANTIAL COMPLETION.** "Substantial Completion" is the date certified in accordance with Article 9.2 and means the date the Work or designated portion thereof is sufficiently complete,

and any lack of completion or performance does not reasonably interfere with the DFCM's intended use of the Project, in accordance with the Contract Documents so that the DFCM can occupy and use the Work for its intended use. DFCM's "intended use" or "occupy" as used in this definition, shall include any intended use or occupation by any agency or entity for which DFCM has intended to so occupy the Project.

## **SUPPLEMENTARY CONDITIONS OR SUPPLEMENTARY GENERAL**

**CONDITIONS.** "Supplementary Conditions" or "Supplementary General Conditions" means the part of the Contract Documents which amends or supplements these General Conditions.

**WORK.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

## **ARTICLE 2. DFCM.**

### **2.1 INFORMATION AND SERVICES REQUIRED OF THE DFCM.**

#### **2.1.1 DFCM'S REPRESENTATIVE.**

The DFCM shall designate a DFCM Representative authorized to act in the DFCM's behalf with respect to the Project. The DFCM or such authorized representative shall render decisions within a reasonable time pertaining to documents submitted by the A/E and/or Contractor in order to avoid a compensable delay in the orderly and sequential progress of the Project.

#### **2.1.2 SPECIALISTS AND**

**INSPECTORS.** The DFCM will provide certified building inspection services in accordance with the adopted Building Codes. This includes 'routine' and 'special' inspections unless otherwise noted in the A/E Agreement. The DFCM may assign an inspector or specialist to note deviations from, or necessary adjustments to, the Contract Documents or to report deficiencies or defects in the Work. The inspector or specialist's activities in no way relieves the

Contractor of the responsibilities set forth in the Contract Documents.

### **2.1.3 SURVEYS AND LEGAL**

**DESCRIPTION.** The DFCM shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall review this information, including the surveys and any provided soils tests, and compare such information with observable physical conditions and the Contract Documents.

**2.1.4 PROMPT INFORMATION AND SERVICES.** Upon receipt of a written request from the Contractor, the DFCM shall furnish information or services under the DFCM's control with reasonable promptness to avoid delay in the orderly progress of the Work.

### **2.1.5 COPIES OF DRAWINGS AND PROJECT MANUALS**

**(FOR CONSTRUCTION).** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals (for construction) as are reasonably necessary for execution of the Work. DFCM's Web Page may also provide referenced documents for the Project.

**2.1.6 OTHER DUTIES.** The foregoing is in addition to other duties and responsibilities of the DFCM enumerated herein and especially those in respect to Article 2.2 (Construction by DFCM or by Separate Contractors), Article 8 (Payments and Completion) and Article 10 (Insurance and Bonds).

## **2.2 CONSTRUCTION BY DFCM OR BY SEPARATE CONTRACTORS**

### **2.2.1 DFCM'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.**

**(1) IN GENERAL.** The DFCM reserves the right to perform construction or operations related to the Project with the DFCM's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or

substantially similar to these including those portions related to insurance and waiver of subrogation.

**(2) COORDINATION AND REVISIONS.** The DFCM shall provide for coordination of the activities of the DFCM's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the DFCM in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and agreement by the DFCM. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the DFCM until subsequently revised.

### **2.2.2 MUTUAL RESPONSIBILITY.**

**(1) CONTRACTOR COORDINATION.** The Contractor shall afford the DFCM and separate contractor(s) a reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**(2) REPORTING PROBLEMS TO DFCM.** If part of the Contractor's Work depends on work by the DFCM or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the DFCM apparent defects in workmanship that would render it unsuitable for proper execution. Failure of the Contractor to make said report shall constitute an acknowledgment that the DFCM's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects in workmanship not then reasonably discoverable.

**(3) COSTS.** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party in accordance with the procedures and provisions of the Contract Documents.

**(4) CONTRACTOR**

**REMEDIAL WORK.** The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed Work or to property of the DFCM or separate contractors and subcontractors as provided in Article 6.

**ARTICLE 3. A/E.**

**3.1 A/E'S ADMINISTRATION OF THE CONTRACT.**

**3.1.1 IN GENERAL.** The A/E assists the DFCM with the administration of the Contract as described in the Contract Documents. The A/E shall have the authority to act on behalf of the DFCM only to the extent provided in the Contract Documents or A/E's Agreement.

**3.1.2 SITE VISITS.**

(1) Site visits or inspections by the A/E, the DFCM or any DFCM representative shall in no way limit or affect the Contractor's responsibility to comply with all the requirements and the overall design concept of the Contract Documents as well as all applicable laws, statutes, ordinances, resolutions, codes, rules, regulations, orders and decrees.

**(2) WRITTEN REPORT.**

The A/E shall promptly submit to the DFCM a written report subsequent to each site visit.

**3.1.3 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.**

Except as authorized by the DFCM Representative or as otherwise provided in the Contract Documents, including these General Conditions, the A/E and Contractor shall communicate through the DFCM Representative on issues regarding the timing of the Work, cost of the Work or scope of the Work. Contractor shall comply with communication policies agreed upon at any pre-construction meeting with the DFCM. Communications by and with the A/E subconsultants shall be through the A/E. Communications by and with Subcontractors shall be through the Contractor. Communications

by and with separate contractors shall be through the DFCM.

**3.1.4 A/E MAY REJECT WORK, ORDER INSPECTION, TESTS.** The A/E shall have the responsibility and authority to reject Work which, based upon the A/E's knowledge or what may be reasonably inferred from the A/E's site observations and review of data, does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, the A/E shall have the responsibility and authority to require additional inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the A/E must obtain the DFCM's prior written approval of any such additional inspections or testing. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work, including separate contractors. If the Contractor disputes the rejection of any Work and the correction thereof shall involve additional cost or time, it shall be the DFCM's option to accept such Work whether it be conforming or nonconforming.

**3.1.5 A/E REVIEW CONTRACTOR'S SUBMITTALS.**

(1) Contractor shall submit shop drawings, product data, and samples and other submittals required by the Contract Documents to the A/E as required by the approved submittal schedule.

(2) The A/E shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the information and design concepts expressed in the Contract Documents. A/E action taken on a submittal shall not constitute a Modification of this Agreement.

(3) The A/E's action shall be taken no later than 15 days following A/E's receipt of the submittal, unless agreed to otherwise by Contractor and DFCM, in order to avoid a delay in the Work of the Contractor or of separate contractors while allowing sufficient time in the A/E's professional judgment to permit adequate review.

(4) Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

(5) The A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations under the Contract Documents.

(6) The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.

(7) The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(8) When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon such certifications to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.

**3.2 OWNERSHIP AND USE OF A/E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.** All Drawings, Specifications and other documents prepared by the A/E are and shall remain the property of the DFCM, and DFCM shall retain all common law, statutory and other reserved rights with respect thereto. Said documents were prepared and are intended for use as an integrated set for the Project which is the subject of this Contractor's

Agreement. The Contractor shall not modify or use Contract Documents on any other project without the prior written consent of the DFCM and A/E. Any such non-permissive use or modification, by Contractor, the Contractor's Subcontractors at any tier or anyone for whose acts the Contractor is liable, shall be at Contractor's sole risk. Contractor shall hold harmless and indemnify the DFCM from and against any and all claims, actions, suits, costs, damages, loss, expenses and attorney fees arising out of such non-permissive use or modification by the Contractor. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the A/E appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the DFCM's copyright or other reserved rights.

#### **ARTICLE 4. CONTRACTOR**

##### **4.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.**

**4.1.1 REVIEWING CONTRACT DOCUMENTS, INFORMATION, REPORTING ERRORS, INCONSISTENCIES OR OMISSIONS.** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the DFCM pursuant to Article 2.1 hereinabove and shall at once report to the DFCM and A/E errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the DFCM or A/E for damage resulting from errors, inconsistencies or omission in the Contract Documents, unless the Contractor recognized such error, inconsistency or omission or a Contractor of ordinary skill and expertise for the type of Work involved would have readily so recognized such error, inconsistency or omission, and the Contractor

failed to report such to the DFCM and A/E. If the Contractor performs any construction activity without such notice to the DFCM and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**4.1.2 FIELD CONDITIONS.** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor, or information which a Contractor of ordinary skill and expertise for the type of Work involved would have known, before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the DFCM and A/E at once. If the Contractor performs any construction activity without such notice to the DFCM and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**4.1.3 PERFORM IN ACCORDANCE WITH CONTRACT DOCUMENTS AND SUBMITTALS.** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the Contract Documents

**4.1.4 PERFORMANCE TO PRODUCE THE COMPLETE SYSTEM AND INTENDED RESULTS.** Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to allow the system to function within its intended use.

**4.1.5 INTENT AND HIERARCHY.** The Contract Documents should be read as a whole and wherever possible, the provisions should be construed in order that all provisions are operable. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are

complimentary, and what is required by one Document or provisions thereof shall be as binding as if required by all the Documents or provisions thereof. In case of an irreconcilable conflict between provisions within a Contract Document or between Contract Documents, the following priorities shall govern as listed below:

(1) A particular Modification shall govern over all Contract Document provisions or Modifications issued prior to said particular Modification.

(2) Attachments to the Contractor's Agreement resulting from the Selection process including any management plan or documented interview information shall govern over addenda, the General Conditions, plans and specifications.

(3) A particular Addendum shall govern over all other Contract Document provisions issued prior to said particular Addendum. Subsequent Addenda shall govern over all prior Addenda.

(4) The Supplementary General Conditions shall govern over the General Conditions.

(5) These General Conditions shall govern over all other Contract Documents except for the Supplementary General Conditions, Addenda, Modifications and Attachments resulting from the selection process.

(6) The drawings and specifications shall not govern over any of the documents listed above.

(7) In case of a conflict or ambiguity within the same level of hierarchy of described documents, DFCM reserves the right to select the most stringent requirement unless the preponderance of the contract indicates the less stringent requirement.

#### **4.1.6 DIVIDING WORK AND CONTRACTOR REPRESENTATION.**

Organization of the specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the Contractor in

dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Contractor represents that the Subcontractors, Sub-subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.

#### **4.1.7 PLANNING AND PRIORITY.**

The Contractor shall plan and schedule its work to facilitate the Project and shall maintain a work schedule to place proper priority to sequence work to complete the project timely.

### **4.2 SUPERVISION AND CONSTRUCTION PROCEDURES.**

**4.2.1 SUPERVISION AND CONTROL.** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, except to the extent that the Contract Documents expressly and specifically state otherwise.

#### **4.2.2 RESPONSIBILITY.**

The Contractor shall be responsible to the State of Utah and DFCM for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor or on behalf of the Contractor.

**4.2.3 NOT RELIEVED OF OBLIGATIONS.** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the DFCM or its agents in the DFCM's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor or for those that the Contractor is liable.

#### **4.2.4 INSPECTIONS AND APPROVALS.**

(1) The Contractor is responsible for requesting inspections for various

stages and portions of the Work required under the Contract Documents in a timely manner.

(2) If any of the Work is required to be inspected or approved by the terms of the Contract Documents by any public authority, the Contractor shall timely request such inspection or approval to be performed in accordance with Article 9. Except as provided in Article 9, work shall not proceed without any required inspection and the associated authorization to proceed. Contractor shall promptly notify DFCM if the inspector fails to appear at the site.

### **4.3 LABOR AND MATERIALS.**

**4.3.1 PAYMENT BY CONTRACTOR.** Except to the extent it is otherwise stated in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipments, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, supplies, consumables and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**4.3.2 DISCIPLINE AND COMPETENCE.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, its Subcontractors, agents, representatives and other persons performing under the Contract Documents. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**4.4 TAXES AND OTHER PAYMENTS TO GOVERNMENT.** The Contractor shall pay sales, consumer, use, employment-related and similar taxes related to the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the laws and regulations regarding the payment of Sales and/or Use Tax and any exemptions. The procurement documents may have a provision regarding specific items which are exempt from State of Utah Sales Tax and/or Use Tax. Any such



exemption shall be used only for the items and the project specified in the procurement documents. Any such exemption does not apply to taxes levied by the federal government or any taxing entity outside of the State of Utah. If a Contractor properly relies upon a provision(s) of the bidding or proposal documents, and if State of Utah Sales and/or Use Tax subsequently becomes due, then the Contractor shall be paid such tax amount not included in the bid/proposal amount due to the reliance upon such provision.

#### **4.5 PERMITS, FEES, NOTICES, LABOR AND MATERIALS.**

**4.5.1 PERMITS AND FEES.** Unless required in the Supplementary General Conditions or an Addendum, it will not be necessary for the Contractor to obtain or pay for local building permits, plan check fees, electrical permits, plumbing permits, connection fees, or impact fees, nor will it be necessary to pay fees for inspections pertaining thereto.

**4.5.2 COMPLIANCE WITH PUBLIC AUTHORITIES, NOTICES.** The Contractor shall comply with and give notices required by laws, ordinances, resolutions, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

**4.5.3 CORRELATION OF CONTRACT DOCUMENTS AND ENACTMENTS.** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, resolutions, building codes, and rules and regulations. Notwithstanding this, if the Contractor observes, or if such is readily observable to a Contractor of ordinary skill and expertise for the type of Work involved, that a portion of the Contract Documents is at variance therewith, the Contractor shall promptly notify the A/E and DFCM in writing, and necessary changes shall be accomplished by appropriate Modification.

**4.5.4 FAILURE TO GIVE NOTICE.** If the Contractor, or any Subcontractor thereof performs Work without complying with the requirements of this Article 4.5 hereinabove, the Contractor shall assume appropriate responsibility

for such Work and shall bear the appropriate amount of the attributable costs.

**4.6 SUPERINTENDENT.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

#### **4.7 TIME AND CONTRACTOR'S CONSTRUCTION SCHEDULES.**

##### **4.7.1 PROGRESS AND COMPLETION.**

**(1) TIME IS OF THE ESSENCE; COMPLETE WITHIN CONTRACT TIME.** Time is of the essence. By executing the Contractor's Agreement, the Contractor confirms that the Contract Time is adequate to perform the Work. The Contractor shall proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time.

**(2) NOTICE TO PROCEED AND INSURANCE.** The Contractor shall not prematurely commence operations on the site or elsewhere prior to the issuance of a Notice to Proceed by the DFCM or prior to the effective date of insurance required by Article 10 to be furnished by the Contractor, whichever is the latter.

**4.7.2 SCHEDULE PREPARATION.** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the DFCM's and A/E's review, a reasonably detailed CPM schedule for the Work. The schedule shall indicate the order, sequence, and interdependence of all items known to be necessary to complete the Work including construction, procurement, fabrication, and delivery of materials and equipment, submittals and approvals of samples, shop drawings, procedures, or other documents. Work items of the DFCM, other Contractors, utilities and other third parties that may affect or

be affected by the Contractor shall be included. If the DFCM is required, by the Contract Documents, to furnish any materials, equipment, or the like, to be incorporated into the Work by the Contractor, Contractor shall submit, with the first schedule submittal, a letter clearly indicating the dates that such items are required at the Project Site. The critical path should be identified, including the critical paths for interim completion dates and milestones. The CPM schedule shall be developed using Primavera, MS Project, or Suretrack unless otherwise authorized by the DFCM Representative. The Contractor's schedule shall be updated at least once a month and submitted with each pay request.

#### **4.7.3 INITIAL CONTRACT TIME.**

Unless otherwise specified in the bidding documents, the initial Contract Time is the time identified in the Contractor's Agreement.

**4.7.4 INTERIM COMPLETION DATES AND MILESTONES.** The schedule must include contractually specified interim completion dates and milestones. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project. The milestone dates listed are not intended to be a complete listing of all Work under this Contract or of interfaces with other Project Contractors.

**4.7.5 SCHEDULE CONTENT REQUIREMENTS.** The schedule shall indicate an early completion date for the Project that is no later than the Project's required completion date. The schedule, including all activity duration's shall be given in calendar days. The Schedule shall also indicate all of the following:

- (1) Interfaces with the work of outside contractors (e.g., utilities, power and with any separate Contractor);
- (2) Description of activity including activity number/numbers;
- (3) Estimated duration time for each activity;

(4) Early start, late start, early finish, late finish date, and predecessor/successors including stop-start relationships with lead and lag time for each activity;

(5) Float available to each path of activities;

(6) Actual start date for each activity begun;

(7) Actual finish date for each activity completed;

(8) The percentage complete of each activity in progress or completed;

(9) Identification of all critical path activities;

(10) The critical path for the Project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The path(s) with the least amount of float must be identified. Unless otherwise authorized by the DFCM Representative, no more than 40% of all activities may be identified as critical path items. The relationship between non-critical activities and activities on the critical path shall be clearly shown on the network diagram;

(11) Unless otherwise authorized by the DFCM Representative, all activities on the schedule representing construction on the site may not have a duration longer than 14 days. Construction items that require more than 14 days to complete must be broken into identifiable activities on the schedule with durations less than 14 days. The sum of these activities represents the total length required to complete that construction item; and

(12) Additional requirements as specified in the Supplemental General Conditions.

**4.7.6 DFCM'S RIGHT TO TAKE EXCEPTIONS.** The DFCM reserves the right to take reasonable exception to activity duration, activity placement, construction logic or time frame for any element of the Work to be scheduled.

**4.7.7 FLOAT TIME.** Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Schedule. By a proposal request or modification delivered to the Contractor, the DFCM has the right to use the float time for non-critical path activities until the Contractor has reallocated such time on a newly submitted schedule.

**4.7.8 INITIAL SCHEDULE SUBMISSION.** No progress payments will be approved until the Contractor has submitted a Project detailed CPM schedule covering the first 90 days of the Work with a general CPM schedule for the entire project. The detailed schedule for the entire project is to be completed prior to the second pay request unless otherwise authorized in writing by the DFCM Representative.

**4.7.9 UPDATES.** Prior to any approval of a pay request, the DFCM, A/E and Contractor shall review the Contractor's schedule compared to the Work completed. The DFCM approves the amount of Work completed as supported by the schedule of values and as verified by the determination of Work completed. If necessary, the Contractor shall then update and submit to the DFCM the schedule with the pay request; all of which in accordance with the DFCM's approval. All updates shall be provided in electronic and hard copy formats. At each scheduled meeting with the DFCM Representative, the Contractor shall provide a "three week look ahead" with long lead items identified.

**4.7.10 SCHEDULE OF SUBMITTALS.** The Contractor shall prepare and keep current, for the A/E's and DFCM's review, a schedule of submittals required under the Contract Documents which is coordinated with the Contractor's construction schedule and allows the A/E a reasonable time to review the submittals. This submittal schedule is to be included as part of the construction schedule. Submittals requiring expedited review must be clearly identified as such in the schedule of submittals.

**4.7.11 SCHEDULE RECOVERY.** If the Work represented by the critical path falls behind

more than 7 days, the project schedule shall be redone within 14 days showing how the Contractor shall recover the time. A narrative that addresses the changes in the schedule from the previously submitted schedule shall be submitted along with the schedule in both hard copy (appropriate report formats to be determined by the DFCM Representative) and electronic copy. The Contractor shall comply with the most recent schedules.

#### **4.7.12 SCHEDULE CHANGES AND MODIFICATIONS.**

(1) **CONTRACT TIME CHANGE REQUIRES MODIFICATION.** The Contract Time may only be shortened or extended by a written modification fully executed by the DFCM.

(2) **CONTRACTOR REORDERING, RESEQUENCING AND CHANGING ACTIVITY DURATIONS.** Should the Contractor, after approval of the complete detailed construction schedule, desire to change his plan of construction, he shall submit his requested revisions to the DFCM and the A/E along with a written statement of the revisions including a description of the sequence and duration changes for rescheduling the work, methods of maintaining adherence to intermediate milestones and the contract completion date and the reasons for the revisions. If the requested changes are acceptable to the DFCM, which acceptance shall not be unreasonably withheld, they will be incorporated into the Schedule in the next reporting period. If after submitting a request for change in the Contract Schedule, the DFCM does not agree with the request, the DFCM will schedule a meeting with the Contractor to discuss the differences.

(3) **CHANGES IN CONTRACT TIME.** The critical path schedule as the term is used in the provisions herein shall be based on the current version of the Contractor's schedule for the Project and accepted by the DFCM just prior to the commencement of the modification, asserted delay, suspension or interruption. If the Contractor believes it is entitled to an extension of Contract Time under the Contract Documents, the Contractor shall submit a

PCO in accordance with Article 7.2 to the A/E and the DFCM Representative accompanied by an analysis ("Requested Time Adjustment Schedule") in accordance with the Contract Documents for time extensions. The "Requested Time Adjustment Schedule" shall include "fragnets" that represent the added or changed work to the Schedule. The impact on unchanged activities caused by the changes and/or delays being analyzed shall be included in these fragnets.

A "fragnet" as used in these General Conditions and when used in the context of project scheduling is a subset of project activities that are inter-related by predecessor and successor relationships that are tied into the main schedule with identified start and completion points. Each fragnet may or may not be on the critical path. An entire schedule consists of a series of inter-related fragnets.

#### **4.7.13 EXCUSABLE DELAY.**

(1) **IN GENERAL.** If the Contractor is delayed at any time in the progress of the Work on the critical path schedule by an act or neglect of the DFCM or other causes beyond the Contractor's control or by other causes which the DFCM determines may justify delay, then the Contract Time shall be extended by Change Order. The Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay. Notwithstanding the above, to the extent any of the causes for delay were caused by the Contractor, reasonably foreseeable by the Contractor or avoidable by the Contractor, then to such extent the delay shall not be cause for extension of the Contract Time. For purposes of this paragraph, Contractors shall include all subcontractors and others under the responsibility of the Contractor.

The determination of the total number of days extension will be based upon the current construction schedule in effect at the inception of the change and/or delay and upon all data relevant to the extension as it exists in the project record. Once approved, such data shall be incorporated in the next monthly update of the schedule.

Contractor acknowledges and agrees that delays in work items which, according to the schedule analysis, do not affect any milestone dates or the

Contract completion dates shown on the CPM at the time of the delay, will not be the basis for a contract extension.

(2) **WEATHER-RELATED EXCUSABLE DELAYS.** Completion time will not be extended for normal bad weather or any weather that is reasonably foreseeable at the time of entering into the contract. The time for completion as stated in the contract documents includes due allowance for calendar days on which Work cannot be performed out of doors. The Contractor acknowledges that it may lose days due to weather conditions. Contract time may be extended at no cost to the DFCM if all of the following are met which must be established by the Contractor:

(a) That the weather prevented Work from occurring that is on the critical path for the project based upon a critical path schedule previously submitted to the DFCM and to the extent accepted by the DFCM;

(b) There are no concurrent delays attributed to the Contractor;

(c) The Contractor took all reasonable steps to alleviate the impact of the weather and took reasonable attempts to prevent the delay and despite such reasonable actions of Contractor, the weather impacted the critical path as described above; and

(d) One of the following occurred:

1. The weather was catastrophic, such as a tornado, hurricane, severe wind storm, severe hail storm; or

2. Based on the full history of information published from the closest station as indicated from the Western Regional Climate Center (Desert Research Institute 2215 Raggio Parkway Reno, Nevada 89512, and as may be described on the website at <http://www.wrcc.dri.edu/summary/>), one or more of the following occurred:

a. For any day between November 1 and March 31, the

minimum temperature fell below the average minimum temperature plus the extreme low temperature recorded for the month divided by 2.

b. For any day between November 1 and March 31, the maximum temperature fell below the monthly average for the minimum temperature.

c. The daily precipitation exceeded 75% of the historical one day maximum for the month.

d. The snowfall for the month exceeded 175% of the historical average snow fall for the month.

#### **4.7.14 COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.**

##### **(1) BASIC CONDITIONS.**

In addition to the other requirements of the Contract Documents, a compensable delay, suspension or interruption of the work occurs only when the following are met:

(a) Is wholly unanticipated by the parties at the time of execution of the Contractor's Agreement or is caused by the breach of a fundamental obligation of the Contract Documents attributable to the DFCM; and

(b) The Contractor delivers a written notice to A/E and DFCM within seven (7) days that the Contractor knows or should have known of the condition giving rise to the purported compensable delay, disruption, suspension or interruption, and said continuation affects the Contract Time as indicated by the last submitted and reasonable critical path schedule.

(2) **COMPENSABLE DELAY FORMULA.** To the extent of the compensable delay, the Contractor's total entitlement for all compensable delay damages is the computed result of the following formula: Contract Sum divided by Contract Time (in calendar days); the result of which is then multiplied by 0.05; and the result of which is multiplied by the number of calendar days of compensable days allowed under these General Conditions that are beyond the Contract

Time. Notwithstanding any other provision of these General Conditions or the Contract Documents, to the extent the Contractor is entitled to receive the 10% or 15% markup under Article 7.4, this provision shall be inapplicable and the markup shall be deemed to include all the compensable delay damages provided by this paragraph.

(3) **PERIOD OF COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.** The length and extent of compensable delay, shall be determined, with the use of the Project's critical path schedule, by ascertaining the number of additional days to the Contract Time that are needed in order to perform the Work in accordance with the Contract Documents as a result of the continuation of the aforesaid delay, disruption, suspension or interruption after receipt of the written notice received by the A/E and DFCM under Section 4.7.14(1)(b) above.

(4) **CONCURRENT DELAY.** Notwithstanding any other provision of these General Conditions, to the extent a non-compensable delay occurs at the same time as a compensable delay, the DFCM shall not be responsible for any compensation for the period of the non-compensable delay.

**4.7.15 TIME EXTENSION REQUESTS.** Any time extension shall be requested within 21 days after the Contractor knew or should have known about the delay and shall be supported by the critical path schedule analysis.

#### **4.7.16 LIQUIDATED DAMAGES.**

(1) **IN GENERAL.** Should the Contractor fail to complete the Work within the Contract Time, there shall be deducted from any amount due or that may become due the Contractor, the sum as stated in the Contractor's Agreement. Such sum is fixed and agreed upon by the DFCM and Contractor as liquidated damages due the DFCM by reason of the inconvenience and added costs of administration, engineering, supervision and other costs resulting from the Contractor's default, and not as a penalty. Actual damages related to delay can not be ascertained at

the time of execution of the Contract. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such excess to the DFCM. DFCM may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney fees. Notwithstanding any other provision of these General Conditions, the availability of liquidated damages to the DFCM shall not limit the DFCM's right to seek damages or other remedies available under law or equity to the extent such damages or remedies are not based upon delay.

**(2) NO WAIVER OF DFCM'S RIGHTS.** Permitting the Contractor to continue any part of the Work after the time fixed for completion or beyond any authorized extension thereof, shall in no way operate as a waiver or estoppel on the part of the DFCM of any of its rights under the Contract Documents, including the right to liquidated damages or any other remedies or compensation.

**4.8 DOCUMENTS AND SAMPLES AT THE SITE, CERTIFYING "AS-BUILTS".** The Contractor shall maintain at the site for the DFCM, one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked weekly to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar submittals. These aforesaid items shall be available to the A/E and shall be delivered to the A/E for submittal to the DFCM upon completion of the Work, signed by the Contractor, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters. All notes of encountered or changed conditions shall be included.

#### **4.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.**

**4.9.1 NOT CONTRACT DOCUMENTS.** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The submittal shall demonstrate, for those portions of the Work for which the submittal is required,

the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

**4.9.2 PROMPTNESS.** The Contractor shall review, approve and submit to the A/E, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work, or the activities of the DFCM or separate contractors.

**4.9.3 NOT PERFORM UNTIL A/E APPROVES.** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the A/E. Such Work shall be in accordance with the approved submittals.

**4.9.4 REPRESENTATIONS BY CONTRACTOR.** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**4.9.5 CONTRACTOR'S LIABILITY.** The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the A/E in writing of such deviation at the time of the submittal and the A/E has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the A/E's review and comment.

**4.9.6 DIRECT SPECIFIC ATTENTION TO REVISIONS.** The Contractor shall direct specific attention in writing to all revisions on resubmitted Shop Drawings, Product Data, Samples or similar submittals, except those

requested by the A/E and indicated on previous submittals.

#### **4.9.7 INFORMATIONAL**

**SUBMITTALS.** Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

#### **4.9.8 RELIANCE ON**

**PROFESSIONAL CERTIFICATION.** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the DFCM and A/E shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. If a professional stamp is required, the professional shall be licensed in the State of Utah unless otherwise approved by the DFCM in writing. Likewise, the Contractor is entitled to rely upon the accuracy and completeness of the calculations made by the A/E in developing the Contract Documents, unless a Contractor of ordinary skill and expertise for the type of Work involved would know that such is inaccurate or incomplete and therefore must immediately notify the DFCM in writing.

#### **4.10 USE OF SITE.**

**4.10.1 IN GENERAL.** The Contractor shall confine operations at the site to areas permitted by the Contract Documents, law, ordinances, resolutions, rules and regulations, and permits and shall not unreasonably encumber the site with materials or equipment. Contractor shall take all reasonable means to secure the site, protect the site and protect the Work from any damage. The site shall be left free and clear of refuse, equipment, materials, etc. and the site shall not be subject to spilled liquids and chemicals, toxic or otherwise. Should such an incident occur while the Contractor has control of the site, the Contractor shall be responsible to clean the site and pay all associated costs, fines and penalties. Notwithstanding this, Contractor is not responsible for any damage to the site or the Work to the extent caused by the DFCM or the DFCM's agents.

**4.10.2 ACCESS TO NEIGHBORING PROPERTIES.** The Contractor shall not, except

as provided in the Contract Documents or with the DFCM's advance written consent when necessary to perform the Work, interfere with access to properties neighboring the Project site by the owners of such properties and their respective tenants, agents, invitees and guests.

**4.11 ACCESS TO WORK.** The Contractor shall provide the DFCM and A/E access to the Work in preparation and progress, wherever located.

**4.12 ROYALTIES AND PATENTS.** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the DFCM and A/E harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the DFCM in writing.

#### **4.13 INDEMNIFICATION.**

##### **4.13.1 IN GENERAL.**

(1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Utah, the State of Utah's institutions, agencies, departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers (hereinafter the above listing of entities and persons is referred to as "indemnities") from and against every kind and character of claims, damages, losses and expenses, including but not limited to attorneys' fees, and including those events covered under the blanket Contractual Liability Coverage required under the Contract Documents, arising out of or resulting from any act or omission in the performance of the Work including the work of all the Subcontractors and their employees, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent or wrongful act or omission

of the Contractor, any Subcontractor, and their employees, provided that any such claim, damage loss or expense is caused in whole or in part by the negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed or the agent of any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the State of Utah shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder. Notwithstanding any of the above, to the extent the Contractor is complying with a written directive from the DFCM, that is not based on the Contractor's recommendation, the Contractor shall not be held liable under the indemnification provision of this Agreement if the Contractor has promptly disagreed with the written directive by delivering such objection to the DFCM in writing.

(2) Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under Contract Documents.

(3) In claims against any person or entity indemnified under this Article 4.13 by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 3.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

## **ARTICLE 5. SUBCONTRACTORS.**

### **5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.**

#### **5.1.1 APPROVAL REQUIRED.**

(1) Listing of Subcontractors shall be as required by U.C.A. 63A-5-208 as amended and/or as stated in the Contract Documents, including but not limited to the "DFCM Subcontractors List Form".

(2) The Contractor shall not contract with a proposed person or entity to whom the DFCM has made a reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.1.2 BUSINESS AND LICENSING REQUIREMENTS.** All Subcontractors used by the Contractor shall comply with all applicable business and licensing requirements.

**5.1.3 SUBSEQUENT CHANGES.** After the lapse of twenty-four (24) hours from the bid opening, the Contractor may change its listed Subcontractors only in accordance with Rule R 23-1 and the Contract Documents and with written approval of the Director of the Division of Facilities Construction and Management.

(1) DFCM will pay the additional costs for a DFCM requested change in subcontractor if all of the following are met:

(a) If the DFCM in writing requests the change of a subcontractor;

(b) The original subcontractor is a responsible subcontractor that meets the requirements of the Contract Documents; and

(c) The original subcontractor did not withdraw as a subcontractor on the project.

(2) In all other circumstances, the Contractor shall pay the additional cost for a change in a subcontractor.

**5.1.4 BONDING OF SUBCONTRACTORS.** Subcontractors as identified by DFCM in the procurement documents, may be required to submit



performance and payment bonds to cover the full extent of their portion of the Work. This provision does not in any way limit the right of the Contractor to have subcontractors at any tier be required to have a performance and/or payment bond.

## **5.2 SUBCONTRACTUAL RELATIONS.**

**5.2.1 COMPLY WITH CONTRACT DOCUMENTS.** By appropriate enforceable agreement, and to the extent it can be practically applied, the Contractor shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards the DFCM and A/E.

**5.2.2 RIGHTS.** Each Subcontractor agreement shall preserve and protect the rights of the DFCM and A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontractor agreement, the benefit of all rights and remedies against the Contractor that the Contractor, by the Contract Documents, has against the DFCM.

**5.2.3 SUB-SUBCONTRACTORS.** The Contractor shall require each Subcontractor to enter into similar agreements with its Subcontractors which complies with the requirements of Paragraphs 5.2.1 and 5.2.2 hereinabove.

**5.2.4 DOCUMENT COPIES.** The Contractor shall make available to each proposed Subcontractor, prior to execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors shall similarly make copies of applicable portions of the Contract Documents available to their respective proposed Subcontractors.

## **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.**

**5.3.1 CONDITIONS FOR ASSIGNMENT TO DFCM.** Each subcontract agreement for a subcontractor at any tier for a portion of the Work is assigned by the Contractor to the DFCM provided that the assignment is effective only after termination of the Contract by the DFCM for cause pursuant to Article 12.2 or stoppage of the Work by DFCM pursuant to Article 12.5, and only for those subcontract agreements which the DFCM accepts by notifying the Subcontractor in writing. The subcontract shall be equitably adjusted to meet the new conditions of the work.

## **ARTICLE 6. PROTECTION OF PERSONS AND PROPERTY.**

### **6.1 SAFETY OF PERSONS AND PROPERTY.**

**6.1.1 CONTRACTOR RESPONSIBILITY.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(1) Employees on the Work and other persons who may be affected thereby;

(2) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or a Subcontractor; and

(3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**6.1.2 SAFETY PROGRAM, PRECAUTIONS.** The Contractor shall institute a safety program at the start of construction to minimize accidents. Said program shall continue to the final completion of the Project and conform to applicable laws and regulations including the Utah Occupational Safety and Health Rules and

Regulations as published by the Utah Industrial Commission - UOSH Division. The Contractor shall post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as the Contractor proceeds with the Work, the Contractor shall have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety rules and regulations and statutes. The Contractor shall post a sign in a conspicuous location indicating the necessity of wearing hard hats and the Contractor shall loan such hats to visitors.

#### **6.1.3 COMPLIANCE WITH LAWS.**

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. In particular, the Contractor shall comply with all applicable provisions of Federal, State and municipal safety laws, rules and regulations as well as building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

**6.1.4 ERECT AND MAINTAIN SAFEGUARDS.** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including effective fences, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**6.1.5 UTMOST CARE.** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**6.1.6 PROMPT REMEDY.** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraph 6.1.1 of these General Conditions caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by

anyone for whose acts they may be liable and for which the Contractor is responsible under said Paragraph 6.1.1, except to the extent such damage or loss is directly due to errors in the Contract Documents or caused by agents or employees of the A/E or DFCM. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Contract Documents.

**6.1.7 SAFETY DESIGNEE.** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, damage, injury or loss. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the DFCM and A/E.

**6.1.8 LOAD SAFETY.** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

**6.1.9 OFF-SITE RESPONSIBILITY.** In addition to its other obligations under this Article 6, the Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, streets, ways, sidewalks, curbs and the property of the State and third parties (including municipalities and other governmental agencies) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall not cause materials, including soil and debris, to be placed or left on streets or ways.

**6.1.10 EMERGENCIES.** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall promptly notify the DFCM Representative of the action taken.

**6.2 HAZARDOUS MATERIALS.** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, the Contractor shall immediately stop Work in the area affected and

immediately report the condition to the DFCM Representative and A/E by phone with a follow-up document in writing. The Work in the affected area shall be resumed when written direction is provided by the DFCM Representative. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of the Contractor, the Contractor shall not be required to perform without the Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance.

DFCM shall procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor shall submit notification of demolition to the Utah Division of Air Quality. Abatement contractor shall pay the notification fee. A copy of the hazardous material survey report shall be available to all persons who have access to the construction site.

### **6.3 HISTORICAL AND**

**ARCHEOLOGICAL CONSIDERATIONS.** In the event the Contractor knows or should have known of any cultural, historical or archeological material that is either recognized as an item to be protected under Federal, State, or local law or regulation, or is an item of obvious value to the State of Utah, the Contractor shall cease any work that would interfere with such discovery and immediately report the condition to the DFCM Representative and A/E by phone with a follow-up document in writing. Work shall resume based upon the direction of the DFCM Representative. Contractor cooperation with any DFCM recognized archaeologist or other cultural/historical expert is required.

**6.4 CONTRACTOR LIABILITY.** If the Contractor fails in any of its obligations in Articles 6.1 through 6.3 above, the Contractor shall be liable to any damages to DFCM, the State of Utah or any third party resulting from such noncompliance. The Contractor shall also be liable for any mitigation or restoration effort resulting from such noncompliance. To the extent all the following is met, the Contractor may treat the discovery of such material similarly to an unforeseen condition:

6.4.1 The discovery of such material is reasonably unforeseeable given the site conditions that the Contractor should have been aware;

6.4.2 The presence of such material was not identified in any part of the Contract Documents;

6.4.3 The Contractor has undertaken all proper action to mitigate any impact of such discovery on the critical path or monies related to the Project;

6.4.4 The discovery affects the critical path or contract price from that which was contemplated by the Contract Documents; and

6.4.5 The requirements of 7.1.5 and the Contract documents are met.

## **ARTICLE 7. MODIFICATIONS, REQUEST FOR INFORMATION, PROPOSED CHANGE ORDER, PRELIMINARY RESOLUTION EFFORTS AND CLAIMS PROCESS.**

### **7.1 MODIFICATIONS: IN GENERAL.**

**7.1.1 TYPES OF MODIFICATIONS AND LIMITATIONS.** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or ASI, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Contractor must have a written Modification executed by DFCM under this Article 7 prior to proceeding with any Work sought to be an extra.

**7.1.2 BY WHOM ISSUED.** A Change Order or Construction Change Directive shall be issued by the DFCM Representative. An ASI is issued by the A/E or by the DFCM Representative.

The A/E shall prepare Change Orders and Construction Change Directives with specific documentation and data for the DFCM's approval and execution in accordance with the Contract Documents, and may issue ASIs not involving an adjustment in the contract sum or an extension of the Contract Time which are not

inconsistent with the intent of the Contract Documents.

**7.1.3 CONTRACTOR TO PROCEED UNLESS OTHERWISE STATED.** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or ASI.

**7.1.4 ADJUSTING UNIT PRICES.** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause a substantial inequity to the DFCM or Contractor, the applicable unit prices may be equitably adjusted.

**7.1.5 SPECIAL NOTICES REQUIRED IN ORDER TO BE ELIGIBLE FOR ANY CONTRACT MODIFICATION.** In order to be eligible for any Modification under this Article 7, the Contractor must have met the following special notice requirements:

**(1) CONCEALED OR UNKNOWN CONDITIONS.** The Contractor must file a written notice with the DFCM Representative within seven (7) calendar days of that the Contractor knew or should have known of a site condition described below or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such condition:

(a) If the Contractor encounters unknown and reasonably unforeseeable subsurface or otherwise concealed physical conditions, including hazardous or historical/cultural materials under Article 6, which differ materially from those indicated by the Contract Documents or a site inspection; or

(b) If the Contractor encounters unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized

as inherent in construction activities of the character provided for in the Contract Documents.

**(2) INCREASE IN CONTRACT TIME.** If the Contractor encounters a situation in which the Contractor knows or should have known that such situation would cause a delay, disruption, interruption, suspension or the like to the Project, the Contractor must file a notice with the DFCM Representative within seven (7) working days of when the Contractor knew or should have known of such circumstance or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such circumstance. To the extent the DFCM and/or the State of Utah is damaged by the failure of the Contractor to provide such notice after the Contractor knows or should have known of such circumstance, the Contractor shall be liable for liquidated damages attributable thereto, as well as any damages to the State of Utah and/or DFCM that are allowable in addition to liquidated damages.

## **7.2 CONTRACTOR INITIATED REQUESTS.**

**7.2.1 THE REQUEST FOR INFORMATION, RFI, PROCESS AND TIME TO FILE.** The Contractor may file an RFI with the A/E regarding any concern which will assist the Contractor in the proper completion of the Work including, but not limited to issues related to the Contract Documents, plans and specifications. The RFI shall be filed with the A/E in a timely manner so as not to prejudice the DFCM as to the quality, time or money related to the Work.

**7.2.2 PROPOSED CHANGE ORDER ("PCO").** Within twenty-one (21) days after the Contractor knows or should have known of a situation or concern where the Contractor is going to request additional monies or time, the Contractor must file a Proposed Change Order ("PCO") with the DFCM Representative, or the Contractor shall be deemed to waive any right to claim additional monies or time related to such situation or concern. The PCO shall include all available documentation supporting the PCO available to the Contractor at the time of filing and the Contractor shall thereafter diligently pursue the

supplementation(s) of such documentation and promptly deliver such supplementation(s) to the DFCM Representative.

(1) **DFCM**

**REPRESENTATIVE RESPONSE.** One of the following may occur after a PCO is filed with the DFCM Representative:

(a) The DFCM Representative, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.

(b) The DFCM, after considering any input by the A/E, may issue a Construction Change Directive.

(c) If the DFCM Representative, after considering any input by the A/E, disagrees with the Contractor's PCO, the DFCM representative may seek additional information or verification from the Contractor, the A/E or other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive.

(d) If a Construction Change Directive is issued which identifies the DFCM Representative's position in regard to the subject contract sum and/or time adjustment or if the PCO is denied by the DFCM Representative, the Contractor must file a PRE under Article 7.7 below no later than twenty-one (21) days after the Contractor's receipt of the Construction Change Directive or such denial of the PCO. Failure to file a PRE in these instances shall be deemed to waive any right to additional time or money related to the PCO, Construction Change Directive or denial of the PCO. Such waiver shall entitle the DFCM to convert the Construction Change Directive into a Change Order, whether or not executed by the Contractor.

If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the time period for commencement of filing the PRE shall not accrue until such time as the DFCM has conveyed to the Contractor a position as to the time and money owing as a result of the directed change.

The A/E must continually work with the DFCM in providing data, documentation and efforts to resolve the issues related to the PR.

**7.3 PROPOSAL REQUEST INITIATED BY DFCM.** DFCM may file a Proposal Request with the Contractor seeking information, data and/or pricing relating to a change in the contract time and or monies owing for particular scope changes or other modifications to the Contract Documents. The PR shall provide a time limit for the Contractor to file a response with the A/E and the DFCM Representative. If a proposal is not timely provided by the Contractor, DFCM may calculate the Change Order under Article 7.4.2 below. Upon such timely receipt of the proposal, one of the following shall occur:

**7.3.1 IF AGREEMENT, CHANGE ORDER ISSUED.** The DFCM Representative, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.

**7.3.2 IF DISAGREEMENT.** If the DFCM Representative disagrees with the Contractor's proposal, after considering any input from the A/E, the DFCM representative may seek additional information or verification from the Contractor or other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Change Directive. If a Construction Change Directive is issued which identifies the DFCM representative's position in regard to the subject contract sum and/or time adjustment, the Contractor must file a PRE within twenty-one (21) days of the Contractor's receipt of the Construction Change Directive, or the Contractor shall be deemed to waive any such request for additional time or money as a result of the issuance of the Construction Change Directive. Such waiver shall entitle the DFCM to convert the Construction Change Directive into a Change Order, whether or not executed by the Contractor. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the time period for commencement of filing the PRE shall not accrue until such time as the DFCM has conveyed

to the Contractor a position as to the time and money owing as a result of the directed change.

#### **7.4 EVALUATION OF PROPOSAL FOR ISSUING CHANGE ORDERS.**

**7.4.1 ADJUSTING SUM BASED UPON AGREEMENT.** If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on the mutual agreement of the Contractor and DFCM, including any terms mandated by unit price agreements or other terms of the Contract Documents.

**7.4.2 DFCM RESOLUTION OF SUM AND STANDARDS IN THE ABSENCE OF AN AGREEMENT UNDER PARAGRAPH 7.4.1.** In the absence of an agreement under Paragraph 7.4.1 above, the adjustment shall be based on an itemized accounting of costs and savings supported by appropriate data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following:

(1) All direct and indirect costs of labor; including workers compensation insurance, social security and other federal and state payroll based taxes, and payroll based fringe benefits paid by Contractor so long as they are reasonable and no higher than that charged to other clients;

(2) Costs of materials, on-site temporary facilities, supplies and equipment (except hand tools) required for or incorporated into the work;

(3) Rental costs of machinery, equipment, tools (except hand tools), and on-site temporary facilities, whether rented from the Contractor or others;

(4) Costs of permits and other fees, sales, use or similar taxes related to the Work;

(5) Additional costs of field supervision and field office personnel directly attributable to the change; and

(6) Overhead and profit by the following liquidated formula which is not a penalty but a reasonable calculation agreed upon at the time of execution of the Contractor's Agreement, and provided by formula herein due to the fact that the actual amount due for said overhead and profit cannot easily be ascertained at the time of such execution. The markups in 7.4.2(6)(a) and (b) below are to cover the Contractor's additional payment and performance bond premiums, insurance premiums not specified under Paragraph 7.4.2(1), home office and on-site overhead and profit. Overhead and profit includes, but is not limited to the Contractor's Project Manager and Cost Estimator. Each request for pricing shall stand on its own and not be combined with other requests for pricing in determining the allowed markup described below. A particular request for pricing shall include all items reasonably related together and determinable at the time of the request. If several unrelated requests for pricing are grouped together in a single Change Order, each request for pricing will be considered separately for purposes of calculating the markup under the following formula:

(a) A markup of 15% shall be applied to the cost of each individual charge up to \$20,000 in cost, but in no case shall the markup be less than \$150;

(b) A markup of 10% shall be applied to the portion of the cost of each individual charge in excess of \$20,000;

(c) Subcontractors at any tier shall be entitled to markup their costs related to a Change Order with the same percentages as specified in Paragraphs 7.4.2(6)(a) and (b) above, except that the minimum markup shall be \$50 for any individual change.

**7.4.3 CREDITS.** The amount of credit to be allowed by the Contractor to the DFCM for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed to DFCM based upon corroboration by an appropriate source.

## **7.5 CONSTRUCTION CHANGE DIRECTIVES.**

**7.5.1 WHEN USED AND CONTRACTOR'S RIGHT TO CHALLENGE.** A Construction Change Directive may be issued by the DFCM Representative in the case of a need for the Work to commence. If the Construction Change Directive leaves open the determination of additional time or money related to the directed change, then the Construction Change Directive shall indicate the timeframe(s) in which further information is to be provided to resolve the matter. At any time that the DFCM and the Contractor agree upon the time and money related to a Construction Change Directive, a Change Order shall be executed by the parties. Additionally, the Construction Change Directive may be converted to a Change Order under Paragraph 7.2.2 or Article 7.3 above.

**7.5.2 PROCEED WITH WORK AND NOTIFY DFCM ABOUT ADJUSTMENT METHOD.** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

**7.5.3 INTERIM PAYMENTS BY DFCM.** Pending the final determination of the total cost of the Construction Change Directive, DFCM shall pay any undisputed amount to the Contractor.

**7.6 A/E'S SUPPLEMENTAL INSTRUCTION (Commonly referred to as an "ASI").** The A/E may at any time that is consistent with maintaining the quality, safety, time, budget and function of the Work, issue to the Contractor a supplemental instruction ("ASI") after approval from the DFCM Representative is obtained. The Contractor must file with the DFCM Representative a PCO under Paragraph 7.2.2 above, within 21 calendar days of the Contractor's receipt of the ASI, or the Contractor shall be deemed to have waived any right to additional time or monies as a result of such ASI.

## **7.7 PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.**

**7.7.1 REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE).** A Contractor raising an issue related to a breach of contract or an issue concerning time or money shall file a PRE as a prerequisite for any consideration of the issue by the DFCM. The labeling of the notice or request shall not preclude the consideration of the issue by the DFCM.

**7.7.2 TIME FOR FILING.** The PRE must be filed in writing with the DFCM Representative within twenty-one (21) days of any of the following:

(1) Issuance of a Construction Change Directive that defines the time and sum due the Contractor but the Contractor disagrees with such assessment;

(2) Issuance of DFCM's position in regard to a Construction Change Directive that originally left open the time and/or sum due to the Contractor;

(3) Issuance of a denial of a PCO by DFCM;

(4) In the case of a Subcontractor, after the expiration of the time period for the Contractor/Subcontractor PRE process under Paragraph 7.7.5 below; or

(5) When the Contractor knows or should have known about any other issue where the Contractor seeks additional monies, time or other relief from the State of Utah or DFCM.

**7.7.3 CONTENT REQUIREMENT.** The PRE shall be required to include in writing to the extent information is reasonably available at the time of such filing:

- (1) A description of the issue;
- (2) The potential impact on cost and time or other breach of contract; and
- (3) An indication of the relief sought.

#### **7.7.4 SUPPLEMENTATION.**

Additional detail of the content requirement under Paragraph 7.7.3 above shall be provided later if the detail is not yet available at the initial filing as follows:

(1) While the issue is continuing or the impact is being determined, the Contractor shall provide a written updated status report every 30 days or as otherwise reasonably requested by the DFCM Representative; and

(2) After the scope of work or other factors addressing the issue are completed, the complete information, including any impacts on time, cost or other relief requested, must be provided to the DFCM Representative within twenty-one (21) days of such completion.

#### **7.7.5 SUBCONTRACTORS.**

(1) Under no circumstances shall any provision of these Contract Documents be intended or construed to create any contractual relationship between the DFCM and any Subcontractor.

(2) The Contractor must include the provisions of this Paragraph 7.7.5 in its contract with the first tier Subcontractor, and each Subcontractor must do likewise. At the Contractor's discretion, the Contractor may allow a Subcontractor at the 2<sup>nd</sup> tier and beyond to submit the PRE directly with the Contractor.

(3) In order for a Subcontractor at any tier to be involved with the PRE of the DFCM, the following conditions and process shall apply:

(a) The Subcontractor must have attempted to resolve the issue with the Contractor including the submission of a PRE with the Contractor.

(b) The Subcontractor must file a copy of the PRE with the DFCM Representative;

(c) The PRE to the Contractor must meet the time, content and supplementation requirements of Paragraphs 7.7.2, 7.7.3 and 7.7.4. The triggering event for a

Subcontractor to file a PRE shall be the time at which the issue cannot be resolved through the normal business practices associated with the contract, excluding arbitration and litigation;

(d) The PRE submitted to the Contractor shall only be eligible for consideration in the DFCM's PRE process to the extent the issue is reasonably related to the performance of the DFCM or an entity for which the DFCM is liable;

(e) The Contractor shall resolve the PRE to the satisfaction of the Subcontractor within sixty (60) days of its submittal to the Contractor or such other time period as subsequently agreed to by the Subcontractor in writing. If the Contractor fails to resolve the PRE with the Subcontractor within such required time period, the Subcontractor may submit in writing the PRE with the Contractor and the DFCM. In order to be eligible for DFCM consideration of the PRE, the Subcontractor must submit the PRE within twenty-one (21) days of the expiration of the time period for the Contractor/Subcontractor PRE process. The DFCM shall consider the PRE as being submitted by the Contractor on behalf of the Subcontractor;

(f) Upon such PRE being submitted, the Contractor shall cooperate with the DFCM Representative in reviewing the issue;

(g) The DFCM shall not be obligated to consider any submission which is not in accordance with any provision of this Article 7.7;

(h) The Subcontractor may accompany the Contractor in participating with the DFCM regarding the PRE raised by the Subcontractor. The DFCM is not precluded from meeting with the Contractor separately and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings; and

(i) Notwithstanding any provision of this Paragraph 7.7.5, a Subcontractor shall be entitled to pursue a payment bond claim.



#### **7.7.6 PRE RESOLUTION**

**PROCEDURE.** The DFCM Representative may request additional information and may meet with the parties involved with the issue.

**7.7.7 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE.** Pending the final resolution of the issue, unless otherwise agreed upon in writing by the DFCM Representative, the Contractor shall proceed diligently with performance of the Contract and the DFCM shall continue to make payments in accordance with the Contract Documents.

**7.7.8 DECISION.** The DFCM shall issue to the Contractor, and any other party brought into the process by the DFCM Representative as being liable to the DFCM, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under Paragraphs 7.7.3 and 7.7.4.

**7.7.9 DECISION FINAL UNLESS CLAIM SUBMITTED.** The decision by the DFCM shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with these General Conditions.

**7.7.10 EXTENSION REQUIRES MUTUAL AGREEMENT.** Any time period specified in this Article 7.7 may be extended by mutual agreement of the Contractor and the DFCM.

**7.7.11 IF DECISION NOT ISSUED.** If the decision is not issued within the thirty (30) day period, including any agreed to extensions, the issue may be pursued as a Claim.

**7.7.12 PAYMENT FOR PERFORMANCE.**

(1) Except as otherwise provided in the Contract Documents, any final decision where the DFCM is to pay additional monies to the Contractor, shall not be delayed by any PRE, Claim or appeal by another party.

(2) Payment to the Contractor of any final decision shall be made by the DFCM in accordance with the contract for the completed work.

(3) Notwithstanding any other provision of the Contract Documents, payment to the Contractor shall be subject to any set-off, claims or counterclaims of the DFCM.

(4) Payment to the Contractor for a Subcontractor issue submitted by the Contractor shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.

(5) Any payment or performance determined owing by the Contractor to the DFCM shall be made in accordance with the Contract Documents.

#### **7.8. RESOLUTION OF CLAIM.**

**7.8.1 CLAIM.** If the decision on the PRE is not issued within the required timeframe or if the Contractor is not satisfied with the decision, the Contractor or other party brought into the process by the DFCM, may submit a Claim in accordance with this Article 7.8 as a prerequisite for any further consideration by the DFCM or the right to any judicial review of the issue giving rise to the claim.

**7.8.2 SUBCONTRACTORS.** In order for a Subcontractor to have its issue considered in the Claim process by the DFCM, the Subcontractor that had its issue considered under Paragraph 7.7.5 may submit the issue as a Claim by filing it with the Contractor and the DFCM within the same timeframe and with the same content requirements as required of a Claim submitted by the Contractor under this rule. The DFCM shall consider the Claim as being submitted by the Contractor on behalf of the Subcontractor. Under no circumstances shall any provision of these General Conditions or the Contract Documents be intended or construed so as to create any contractual relationship between the DFCM and any Subcontractor.

(1) Upon such Claim being submitted, the Contractor shall fully cooperate

with the Director, the person(s) evaluating the claim and any subsequent reviewing authority.

(2) The Director shall not be obligated to consider any submission which is not in accordance with this Paragraph 7.8.2.

(3) The Subcontractor may accompany the Contractor in participating with the Director, the person(s) evaluating the Claim and any subsequent reviewing authority regarding the Claim. The Director, the person(s) evaluating the Claim and any subsequent reviewing authority is not precluded from meeting with the Contractor separately, and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings and matters discussed.

(4) Notwithstanding any provision of this Article 7.8, a Subcontractor shall be entitled to pursue a payment bond claim.

**7.8.3 TIME FOR FILING.** The Claim must be filed in writing promptly with the Director, but in no case more than twenty-one (21) days after the decision is issued on the PRE under Paragraph 7.7.8 or no more than twenty-one (21) days after the thirty (30) day period under Paragraph 7.7.11 has expired with a decision not issued, whichever is later.

**7.8.4 CONTENT REQUIREMENT.** The written Claim shall include:

(1) A description of the issues in dispute;

(2) The basis for the Claim, including documentation and analysis required by the contract and applicable law and rules that allow for the proper determination of the Claim;

(3) A detailed cost estimate for any amount sought, including copies of any related invoices; and

(4) A specific identification of the relief sought.

**7.8.5 EXTENSION OF TIME TO SUBMIT DOCUMENTATION.** The time period for submitting documentation and any

analysis to support a Claim may be extended by the Director upon written request of the claimant showing just cause for such extension, which request must be included in the initial Claim submittal.

**7.8.6 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE.** Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, the Contractor shall proceed diligently with performance of the Contract and the DFCM shall continue to make payments in accordance with the Contract Documents.

**7.8.7 AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S) EVALUATING THE CLAIM.** The Director shall first attempt to reach agreement with the claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s), considering the purposes described in Rule R23-26-1. Unless agreed to by the Director and the claimant, any selected person shall not have a conflict of interest or appearance of impropriety. Any party and the person(s) evaluating the Claim has a duty to promptly raise any circumstances regarding a conflict of interest or appearance of impropriety. If such a reasonable objection is raised, and unless otherwise agreed to by the Director and the claimant, the Director shall take appropriate action to eliminate the conflict of interest or appearance of impropriety. The dispute resolution methods and person(s) may include any of the following:

(1) A single expert and/or hearing officer qualified in the field that is the subject of the Claim;

(2) An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;

(3) An arbitration process which may be binding if agreed to by the parties to the Claim;

(4) A mediator; or

(5) Any other method that best accomplishes the purposes set forth in Rule R23-26-1.

**7.8.8 THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE EXECUTIVE DIRECTOR AND JUDICIAL REVIEW.** The Claim shall be evaluated, the timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Executive Director and any judicial review shall be subject to the provisions of Rule R23-26-5(8), R23-26-5(9), R23-26-6 and R23-26-8. A copy of these Administrative Rules are available at DFCM.

**7.8.9 APPEAL PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW.** The administrative appeal to the Executive Director is a prerequisite for any further consideration by the State of Utah, or to judicial review of the issue giving rise to the Claim. It shall be considered that the Contractor, or another party brought into the process by the DFCM, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

## **7.9 PAYMENT OF CLAIM.**

7.9.1 When a stand alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Contract Documents or judicial order.

7.9.2 When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the work or services has not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Contract Documents to the point that the work or services is completed.

7.9.3 The final determination date is the earlier of the date upon which the claimant accepted the settlement in writing with an

executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.

7.9.4 Any final determination where the Division is to pay additional monies to the Contractor shall not be delayed by any appeal or request for judicial review by another party brought into the process by the Division as being liable to the DFCM.

7.9.5 Notwithstanding any other provision of the Contract Documents, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of the DFCM.

7.9.6 Payment to the Contractor for a Subcontractor issue (Claim) deemed filed by the Contractor, shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.

7.9.7 The execution of a customary release document related to any payment may be required as a condition of making the payment.

## **7.10 ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.**

7.10.1 In order to file a Claim, a claimant must pay a \$1500 filing fee to the DFCM. When the Claim is a pass-through from a Subcontractor in accordance with Paragraph 7.7.5, the payment of the fee shall be made by the Subcontractor.

7.10.2 Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.

7.10.3 The costs of resolving the Claim that are subject to allocation include the claimant's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.

7.10.4 Each party is responsible for its own attorney fees.

**7.11 ALTERNATIVE PROCEDURES.** To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in this Article 7.

**7.12 IMPACT ON FUTURE SELECTIONS.**

7.12.1 The presentation of a good faith and non-frivolous issue or Claim shall not be considered by the DFCM's selection process for a future award of contract; and

7.12.2 The submission of a bad faith and frivolous issue or Claim, or the failure by a Contractor to facilitate resolution of a Claim, may be considered in the DFCM's evaluation of performance.

**7.13 REPORT TO BUILDING BOARD.** The DFCM may report on the claim to the Utah State Building Board.

**7.14 DFCM'S RIGHT TO HAVE ISSUES, DISPUTES OR CLAIMS CONSIDERED.** As stated in Rule R23-26-1(6), Articles 7.7 through 7.13 above do not limit the right of DFCM to have any of its issues, disputes or claims considered. DFCM reserves all rights to pursue its issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under the Contract Documents. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claim(s) of DFCM, the Contractor shall cooperate with such expert or panel process.

**ARTICLE 8. PAYMENTS AND COMPLETION.**

**8.1 SCHEDULE OF VALUES.** With the first Application for Payment, the Contractor shall submit to the A/E and the DFCM Representative a schedule of values allocated to all the various portions of the Work. The Schedule of Values shall be submitted on the form approved and provided by DFCM. The A/E shall make recommendations to the DFCM Representative

regarding the Schedule of Values including any suggested modifications. When approved, including any approved modifications, by the DFCM Representative, it shall be the basis for future Contractor Applications for Payments. The Contractor shall not be entitled to payment until receipt and acceptance of the Schedule of Values.

**8.2 APPLICATIONS FOR PAYMENT.**

**8.2.1 IN GENERAL.** The following general requirements shall be met:

(1) The Contractor shall submit to the A/E an itemized Application for Payment for Work completed in accordance with the schedule of values and that reflects retainage as provided for in the Contractor's Agreement. The Application for Payment shall be on a special form approved and provided by DFCM.

(2) Such application shall be supported by such data substantiating the Contractor's right to payment as the DFCM or A/E may require. Said data may include, but is not limited to, copies of requisitions from Subcontractors.

(3) Such applications may include requests for payment pursuant to approved Change Orders or Construction Change Directives.

(4) Such applications may not include requests for payment for portions of the Work performed by a subcontractor when the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

(5) In executing the Application for Payment, the Contractor shall attest that subcontractors involved with prior applications for payment have been paid, unless the Contractor provides a detailed explanation why such payment may not have occurred. DFCM reserves the right to require the Contractor to submit a payment waiver from one or more subcontractors.

**8.2.2 PAYMENT FOR MATERIAL AND EQUIPMENT.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment

delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the DFCM and A/E, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the DFCM to establish the DFCM's title to such materials and equipment or otherwise protect the DFCM's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. The DFCM may require copies of invoices or other suitable documentation.

**8.2.3 WARRANTY OF TITLE.** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the DFCM no later than the time for payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the DFCM shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.

**8.2.4 HOLDBACK BY DFCM.** Notwithstanding anything to the contrary contained in the Contract Documents, the DFCM may, as a result of the claims resolution process, withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents.

### **8.3 CERTIFICATES FOR PAYMENT.**

**8.3.1 ISSUED BY A/E.** The A/E shall within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the DFCM a Certificate for Payment, with a copy to the Contractor, for such amount as the A/E determines due, or notify the Contractor and DFCM in writing of the A/E's reasons for withholding certification in whole or in part as

provided in Paragraph 8.4.1. If the A/E fails to act within said ten (10) day period, the Contractor may file the Application for Payment directly with the DFCM Representative and the DFCM will thereafter have twenty (20) days from the date of the DFCM's receipt to resolve the amount to be paid and to pay the undisputed amount. The accuracy of the Contractor's Applications for Payment shall be Contractor's responsibility, not A/E's.

#### **8.3.2 A/E'S REPRESENTATIONS.**

The A/E's issuance of a Certificate for Payment shall constitute a representation to the DFCM that to the best of the A/E's knowledge, information and belief, based upon the A/E's observations at the site, the data comprising the Application for Payment, and what is reasonably inferable from the observations and data, that the Work has progressed to the point indicated in the Application and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the DFCM to substantiate the Contractor's right to payment, (d) ascertained how or for what purpose the Contractor used money previously paid on account of Contract Sum, or (e) any duty to make such inquiries.

### **8.4 DECISIONS TO WITHHOLD CERTIFICATION.**

**8.4.1 WHEN WITHHELD.** The A/E may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the DFCM, if in the A/E's judgment the representations to the DFCM required in

Paragraph 8.3.2 above can not be made. If the A/E is unable to certify payment in the amount of the Application, the A/E shall notify the Contractor and DFCM as provided in Paragraph 8.3.1 above. If the Contractor and A/E can not agree on a revised amount, the A/E shall promptly issue a Certificate for Payment for the amount to which the A/E makes such representations to the DFCM. The A/E may also decide not to certify payment or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the A/E's opinion to protect the DFCM from loss because of:

- (1) Defective Work not remedied;
- (2) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (3) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) Damage to the DFCM or another contractor;
- (6) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) Failure to carry out the Work in accordance with the Contract Documents.

**8.4.2 CERTIFICATION ISSUED WHEN REASONS FOR WITHHOLDING REMOVED.** When the reasons stated in Paragraph 8.4.1 for withholding certification are removed, certification will be made for such related amounts.

**8.4.3 CONTINUE WORK EVEN IF CONTRACTOR DISPUTES A/E'S DETERMINATION.** If the Contractor disputes

any determination by the A/E or the result of the claims resolution process with regard to any Certification of Payment, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

**8.4.4 DFCM NOT IN BREACH.** The DFCM shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided the DFCM's action or such withholding is consistent with the results of the dispute resolution process.

## **8.5 PROGRESS PAYMENTS.**

### **8.5.1 IN GENERAL, INTEREST OR LATE PAYMENTS.**

(1) Except as provided in Paragraph 8.3.1, the DFCM shall pay any undisputed amount within thirty (30) days of the date that the application for payment was submitted to the A/E. In no event shall DFCM be required to pay any disputed amount.

(2) Except as otherwise provided by law, if any payment is late based upon the provisions of the Contract Documents, the Contractor shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street Journal Prime Rate shall be determined using such rate that is published closest to the 1<sup>st</sup> of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period.

**8.5.2 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY.** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the DFCM, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Subcontractors in a similar manner.

**8.5.3 INFORMATION FURNISHED BY A/E OR DFCM TO SUBCONTRACTOR.**

The A/E or DFCM shall, on request, furnish to the Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the A/E and DFCM on account of portions of the Work done by such Subcontractor.

**8.5.4 DFCM AND A/E NOT LIABLE.**

Neither the DFCM or A/E shall have an obligation to pay, monitor or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.

**8.5.5 CERTIFICATE, PAYMENT OR USE NOT ACCEPTANCE OF IMPROPER WORK.** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the DFCM shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

**8.6 PAYMENT UPON SUBSTANTIAL COMPLETION.** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the A/E, the DFCM shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, the DFCM may retain up to 200% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

**8.7 PARTIAL OCCUPANCY OR USE.**

**8.7.1 IN GENERAL.** The DFCM may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the DFCM and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the

Work and commencement of the warranties required by the Contract Documents. When the Contractor considers a portion to be substantially complete, the Contractor shall prepare and submit a list to the A/E as previously provided for herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Contractor shall have continuing responsibility to protect the site and the Work during such partial occupancy and shall be responsible for damage except to the extent caused solely by the DFCM during such partial occupancy or use.

The stage of progress of the Work shall be determined by written agreement between the DFCM and Contractor.

**8.7.2 INSPECTION.** Immediately prior to such partial occupancy or use, the DFCM, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**8.7.3 NOT CONSTITUTE ACCEPTANCE.** Except to the extent it is agreed upon in writing by the DFCM, partial occupancy or use of a portion or portion of the Work shall not constitute acceptance of Work not complying with the requirement of the Contract Documents.

**8.8 FINAL PAYMENT.**

**8.8.1 CERTIFICATE FOR PAYMENT.** The A/E's final Certificate for Payment shall constitute a further representation that the conditions listed in Paragraph 8.8.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**8.8.2 CONDITIONS FOR FINAL PAYMENT.** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the A/E the following to the extent required by the DFCM Representative:

(1) An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Work for which the DFCM or the State of Utah's property might be responsible or encumbered (less amounts

withheld by DFCM) have been paid or otherwise satisfied;

(2) A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice, by certified mail, return receipt requested, has been given to the DFCM;

(3) A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

(4) If requested by surety in a timely manner or by DFCM, consent of surety, to final payment;

(5) Receipt of Record Drawings, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions, operation and maintenance manuals, and training videos required to be furnished by the Contract Documents;

(6) Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the DFCM. If a Subcontractor refuses to furnish a release or waiver required by the DFCM, the DFCM may require consent of Surety to the final payment. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, the Contractor shall refund to the DFCM all money that the DFCM may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees; and

(7) A written statement demonstrating how the Contractor will distribute interest earned on retention to Subcontractors as required by Section 13.8.5, U.C.A.

**8.8.3 WAIVER OF CLAIMS: FINAL PAYMENT.** The making of final payment shall constitute a waiver of Claims by the DFCM except those arising from:

(1) Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

(2) Failure of the Work to comply with the requirements of the Contract Documents;

(3) Terms of warranties required by the Contract Documents; or

(4) The one-year guaranty period and any corrected Work.

**8.8.4 DELAYS NOT CONTRACTOR'S FAULT.** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the DFCM shall, upon application by the Contractor and certification by the A/E, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. Unless otherwise stated by the DFCM in writing, the making of final payment shall constitute a waiver of claims by the DFCM as provided in Paragraph 8.8.3 for that portion of that Work fully completed and accepted by the DFCM.

**8.8.5 WAIVER BY ACCEPTING FINAL PAYMENT.** Acceptance of final payment by the Contractor or a Subcontractor shall constitute a waiver of Claims by that payee except those Claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Paragraph 8.8.3.

**ARTICLE 9. TESTS AND INSPECTIONS, SUBSTANTIAL AND FINAL COMPLETION, UNCOVERING, CORRECTION OF WORK AND GUARANTY PERIOD.**

**9.1 TESTS AND INSPECTIONS.**



**9.1.1 IN GENERAL.** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, resolutions or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise specifically set forth in the Contract Documents or agreed to by the DFCM in writing, the DFCM shall contract for such tests, inspections and approvals with an independent entity, or with the appropriate public authority, and the DFCM shall bear all related costs of tests, inspections and approvals except as provided below. If any of the Work is required to be inspected or approved by the terms of the Contract Documents or by any public authority, the Contractor shall, at least two working days prior to the time of the desired inspection, and following the procedures established by the DFCM, request such inspection or approval to be performed. The Contractor shall give the A/E timely notice of when and where tests and inspections are to be made so that the A/E may observe such procedures.

**9.1.2 FAILURE OF AN INSPECTOR TO APPEAR.** Work shall not proceed without any required inspection and the associated authorization by DFCM to proceed unless the following procedures and requirements have been met:

(1) The inspection or approval was requested in a timely manner as provided in Paragraph 9.1.1;

(2) The Contractor received written confirmation from the inspection entity that the inspection was scheduled;

(3) The Contractor has contacted or attempted to contact the inspector to confirm that the inspector is unable to perform the inspection as scheduled;

(4) If the inspector has confirmed that it is unable to perform the inspection as scheduled or if the Contractor is unable to contact the inspector, the contractor shall attempt to contact the State Building Official or DFCM Representative for instruction; and

(5) The Contractor has documented the condition of the work prior to being covered through photos or other means.

**9.1.3 NONCONFORMING WORK.** If such procedures for testing, inspection or approval under Paragraph 9.1.1 reveal failure of portions of the Work to comply with the requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the DFCM's expenses, including the cost of retesting for verification of compliance if necessary, until the DFCM accepts the Work in question as complying with the requirements of the Contract Documents.

**9.1.4 CERTIFICATES.** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the A/E.

**9.1.5 A/E OBSERVING.** If the A/E is to observe tests, inspections or approvals required by the Contract Documents, the A/E shall do so with reasonable promptness and, where practicable, at the normal place of testing.

**9.1.6 PROMPTNESS.** Tests, inspections and arrangements for approvals conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **9.2 INSPECTIONS: SUBSTANTIAL AND FINAL.**

**9.2.1 SUBSTANTIAL COMPLETION INSPECTION.** Prior to requesting a substantial completion inspection, the Contractor shall prepare a comprehensive initial punchlist, including unresolved items from prior inspections, for review by the DFCM and A/E to determine if the Project is ready for a substantial completion inspection. If the DFCM determines that the initial punchlist indicates that the Project is not substantially complete, the initial punchlist will be returned to the Contractor with written comments. If the DFCM determines that the initial punchlist indicates that the Project may be substantially complete, the A/E shall promptly organize and

perform a Substantial Completion inspection in the presence of the DFCM and all appropriate authorities.

(1) If the A/E reasonably determines that the initial punchlist prepared by the Contractor substantially understates the amount of the Work remaining to be completed and the Project is not substantially complete, the A/E shall report this promptly to the DFCM, and upon concurrence of the DFCM, the Contractor will be assessed the costs of the inspection and punchlist preparation incurred by the A/E and the DFCM.

(2) When the Work or designated portion thereof is Substantially Complete, the A/E shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion; shall establish responsibilities of the DFCM and Contractor for security, maintenance, heat, utilities, damage to the work and insurance; and shall fix the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. The Certificate of Substantial Completion shall require approval by the DFCM Representative. If there is a punchlist, the Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

(3) Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof except to the extent as provided otherwise in the Contract Documents or if such warranty is related to an item where the work is not complete. Such warranty documents shall state the length of the warranty, which must comply with the Contract Documents.

(4) The Certificate of Substantial Completion shall be submitted by the A/E to the DFCM and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

(5) Except to the extent the DFCM Representative otherwise approves in

advance and in writing, the Contractor shall submit the following documents in order to achieve Substantial Completion: written warranties, guarantees, operation and maintenance manuals, and all complete as-built drawings. The Contractor must also provide or obtain any required approvals for occupancy. The Contractor is responsible for the guaranty of all Work, whether performed by it or by its Subcontractors at any tier.

### **9.2.2 FINAL COMPLETION**

**INSPECTION.** Prior to requesting a final inspection, the Contractor shall verify all punchlist items are corrected/completed. Once all punchlist items are corrected/completed the Contractor shall notify the DFCM and request a final inspection. The DFCM shall notify the A/E and perform a final inspection. Two final inspections may be allowed due to required weather changes required to complete some items. When all punchlist items are completed a final pay request will be provided by the Contractor, authorized by the A/E and processed by the DFCM.

### **9.3 UNCOVERING OF WORK.**

**9.3.1 UNCOVER UNINSPECTED WORK.** Except as provided in Paragraph 9.3.3, if a portion of the Work is covered prior to an Inspector's approval to proceed, it must, be uncovered for the Inspector's inspection and be replaced at the Contractor's expense without change in the Contract Time.

**9.3.2 OBSERVATION PRIOR TO COVERING.** Except as provided in Paragraph 9.3.3, if the DFCM or the A/E has requested in writing to observe conditions prior to any Work being covered or if such observation is specified in the Contract Documents, and the Work is covered without such observation, the Contractor shall be required to uncover and appropriately replace the Work at the Contractor's expense without change in the Contract Time. If the Contractor requests an inspection and the DFCM or A/E, including any inspector of each, does not appear, the Contractor shall immediately notify the DFCM of such lack of appearance, but shall not cover the Work without such inspection.

**9.3.3 WHEN AN INSPECTOR FAILS TO APPEAR OR A/E OR DFCM DID NOT MAKE PRIOR REQUEST.**

If Work is performed by the Contractor without an inspection as provided in Paragraph 9.1.2 or if a portion of the Work has been covered which the A/E or DFCM has not specifically requested to observe prior to its being covered or such observation is not specified by the Contract Documents, the A/E or DFCM may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement, shall, by appropriate Change Order, be charged to the DFCM. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the DFCM or a separate contractor in which event the DFCM shall be responsible for payment of such costs.

**9.4 CORRECTION OF WORK AND GUARANTY PERIOD.**

**9.4.1 CONTRACTOR CORRECT THE WORK.** The Contractor shall correct Work rejected by the A/E, Inspector or DFCM, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for the A/E's and Inspector's services and expenses made necessary thereby.

**9.4.2 GUARANTY AND CORRECTION AFTER SUBSTANTIAL COMPLETION.** If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.2.1 or by terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, including failure to perform for its intended purpose, the Contractor shall correct it promptly after receipt of written notice from the DFCM to do so unless the DFCM has previously given the Contractor a written acceptance of such condition. The period of one

year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation of the Contractor under this Paragraph 9.4.2 shall be operative notwithstanding the acceptance of the Work under the Contract, the final certificate of payment, partial or total occupancy and/or termination of the Contract. The DFCM shall give notice of observed defects with reasonable promptness, however, failure to give such notice shall not relieve the Contractor of its obligation to correct the Work at the cost that the Contractor would have incurred if the DFCM did so report with reasonable promptness. All corrected Work shall be subject to a one-year guaranty period the same in all respects as the original Work, except that such guaranty period shall commence from the time of Substantial Completion of the corrected Work. This guaranty period does not affect the DFCM's right to pursue any available remedies against Contractor.

**9.4.3 REMOVAL OF WORK.**

(1) The Contractor shall promptly remove from the premises all Work that the DFCM and/or the A/E determines as being in nonconformance with the Contract Documents, whether incorporated or not.

(2) The Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the DFCM.

(3) The Contractor shall bear the expense of correcting destroyed or damaged construction, whether completed or partially completed, of the DFCM or of other contractors destroyed or damaged by such removal or replacement.

(4) If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice, the DFCM may have the materials removed and stored at the expense of the Contractor.

(5) If the Contractor does not correct the nonconforming Work within a

reasonable time, fixed by written notice, the DFCM may correct it in accordance with Paragraph 12.2.2 of these General Conditions.

**9.4.4 NOT LIMIT OTHER OBLIGATIONS.** Nothing contained in this Article 9.4 shall be construed to establish a period of limitation with respect to other obligations which the Contractor may have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 9.4.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **9.5 ADDITIONAL WARRANTIES.**

**9.5.1 IN GENERAL.** In addition to any other provisions of this Article 9, the following warranties shall apply:

(1) The Contractor warrants to the DFCM that materials and equipment furnished under the Contract will be of good quality and new, except to the extent otherwise required or expressly permitted by the Contract Documents.

(2) The Contractor also warrants to the DFCM that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform with the requirements of the Contract Documents. Work not conforming to said requirements, including substitutions not properly approved and authorized, may be considered defective at the DFCM's option.

**9.5.2 EXCLUSION.** Unless due to the negligent or intentional act or omission of the Contractor or those under the Contractor's control, or as otherwise stated in the Contract Documents, the Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

**9.5.3 FURNISH EVIDENCE ON REQUEST.** If requested by the A/E or DFCM, the Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment.

**9.6 ACCEPTANCE OF NONCONFORMING WORK.** If the DFCM prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the DFCM may do so in writing instead of requiring its removal and correction, in which case the Contract Sum shall be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 10. INSURANCE AND BONDS.**

### **10.1 LIABILITY INSURANCE.**

**10.1.1 IN GENERAL.** To protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from the Work provided hereunder, Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah in a form and content satisfactory to the DFCM and rated "A-" or better with a financial size category of (a) Class X or larger where the Contract Sum is \$1,000,000 or greater or (b) Class VII or larger where the Contract Sum is under \$1,000,000. Said rating and financial size category shall be as published by A.M. Best Company at the time the Contract is executed.

(1) Workers' Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee. The Contractor shall require all Subcontractors to take

and maintain similar policies of Workers' Compensation Insurance.

(2) Commercial General Liability Insurance.

a. Commercial General Liability Insurance, on an "occurrence basis," including insurance for operations, independent contractors, subcontractors at any tier, products/completed operations and contractual liability specifically designating the Indemnity provisions of these General Conditions as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards. Such Commercial General Liability Insurance shall be in limits not less than the following:

\$2,000,000 General Aggregate, plus:

i. If the Construction Value is \$25,000,000 or more, an additional \$5,000,000 umbrella policy (which covers aggregate and per occurrence) is required; or

ii. if the Construction Value is \$10,000,000 or more but less than \$25,000,000, an additional \$2,000,000 umbrella policy (which covers aggregate and per occurrence) is required.

\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

b. For purposes of this subparagraph 2(a), Construction Value means:

i. the Contract Sum if the work is being performed under a Standard Construction Contractor's Agreement;

ii. the Fixed Limit of Construction Costs if the work is being performed under a Construction Manager/General Contractor Agreement; or

iii. the Guaranteed Fixed contract Amount if the work is to be performed under a Design/Build Agreement.

(3) Automobile liability insurance for claims arising from the ownership, maintenance, or use of a motor vehicle. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits of liability:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Occurrence

(4) Aircraft Use. Contractor using its own aircraft, or employing aircraft in connection with the Work performed under this Agreement shall maintain Aircraft Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. Said certificate shall state that the policy required by this paragraph has been endorsed to name the State of Utah as Additional Insureds.

(5) Unless otherwise provided by the procurement documents, the insurance requirements in 10.1.1(1) through (4) above do not apply to subcontractors or suppliers at any tier under the Contractor and any insurance requirements of subcontractors and suppliers at any tier is a matter between the General Contractor and such subcontractor or supplier.

**10.1.2 CONFIGURATIONS.** Any policy required by this Article may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

**10.1.3 CONTRACTOR LIABILITY.** Irrespective of the requirements as to insurance to be carried by Contractor as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve Contractor of any obligations hereunder.

**10.1.4 CERTIFICATE, NOTICE REQUIREMENTS, ADDITIONAL INSURED.** Before the Contract Agreement is executed,

certificates evidencing coverages as specified above are in effect, shall be furnished to the DFCM. Such insurance certificates shall contain provisions that no cancellation, material change therein or non-renewal shall become effective except upon thirty (30) days prior written notice to the DFCM as evidenced by return receipt, certified mail sent to DFCM. The Contractor shall notify the DFCM within thirty (30) days of any claims(s) against the Contractor, and if such claim(s) exceed 20% of the applicable required insured limits, the DFCM may require the Contractor to re-instate the policy to provide full protection at the original limits. For any risk not covered by the Worker's Compensation Policy, the State of Utah shall be named as additional insured parties. All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance or self-insurance available to the State of Utah.

#### **10.1.5 DEDUCTIBLE LIABILITY.**

Any and all deductibles in the above described policies shall be assumed by, for the account of, and at sole risk of Contractor. The allowable deductible for any of the policies required by these General Conditions shall be no more than \$1,000 or 0.1 percent of the Contract Amount, whichever is greater. When there is an FLCC, the FLCC shall be the Contract Amount for purposes of calculating the allowable deductible.

#### **10.1.6 ADDITIONAL REQUIREMENTS:**

(1) Any type of insurance or any increase of limits of liability not described in this Agreement which the Contractor requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.

(2) The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Contractor or Subcontractors of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.

(3) Contractor shall not violate or knowingly permit to be violated any of the

provisions of the policies on insurance required under these General Conditions.

### **10.2 "BUILDER'S RISK" PROPERTY INSURANCE.**

**10.2.1 IN GENERAL.** The State shall provide "Builder's Risk" property insurance to protect the State, as well as all Contractors and Subcontractors, and include them as insureds, with respect to Work performed hereunder at the State's own cost and expense, according to the policies and forms currently in force with insurance carriers selected by the State's Risk Manager or issued by the State of Utah Risk Management Fund. The State of Utah's Risk Manager shall furnish, upon request, all parties in interest with copies of said policies authenticated by authorized agents of the insurers or the State of Utah's Risk Management Fund.

**10.2.2 INSPECTIONS, RECOMMENDATIONS.** DFCM, the Division of Risk Management and the Builder's Risk insurers shall have the right to inspect the Work. The Contractor shall comply with reasonable risk control recommendations made by insurers or the Division of Risk Management. Such inspections or recommendations do not relieve the Contractor of any of its responsibilities under the Contract Documents.

**10.2.3 DEDUCTIBLE.** The above described "Builders Risk" policies shall be subject to a total deductible of \$5,000 per loss occurrence, which shall be assumed by all Contractors or Subcontractors, in proportion to their share of the total amount of an insured loss occurrence.

**10.2.4 ADJUSTED WITH AND PAYABLE TO RISK MANAGER AS TRUSTEE.** Any insured property loss is to be adjusted with the State of Utah Risk Manager, and made payable to the State of Utah Risk Manager as trustee for the Contractor and Subcontractors, as their interests may appear, subject to the requirements of any applicable loss payable clause.

**10.2.5 WAIVER.** Contractor, including all Subcontractors, and DFCM hereby waive all rights against each other for damages caused by

perils insured against under the "Builder's Risk" insurance provided by DFCM, except such rights as Contractor may have to the proceeds of such insurance held by the State of Utah's Risk Manager as trustee. The DFCM and the Contractor each shall require similar waivers from their contractors, subcontractors, subconsultants and agents, at any tier.

**10.2.6 SPECIAL HAZARDS.** DFCM shall bear the risk of loss, delay and/or damage due to earthquake and/or flood and may either insure or self-insure that risk. If the Contractor requests in writing that insurance for other special hazards be included in the "Builder's Risk" policy, the State of Utah's Risk Manager shall, if possible, include such insurance in the policy and the cost thereof shall be charged to the Contractor by Change Order.

**10.3 PERFORMANCE BOND AND PAYMENT BOND.** The Contractor shall submit and maintain in full force and effect as required by law and the Contract Documents, at its own expense, on forms provided by the Division of Facilities Construction and Management, and include as part of the quoted total all costs involved in securing and furnishing, the bonds listed below, based on the completed cost of the Contract and effective upon execution of the Contract. Said bonds shall be from surety companies which are authorized to do business in the State of Utah, listed in the U. S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, and acting within the limitation listed therein.

10.3.1 A full 100 percent performance bond covering the faithful execution of the Contract in accordance with the Contract Documents; and

10.3.2 A full 100 percent payment bond covering payment of all obligations arising under the Contract Documents, for the protection of each person supplying labor, service, equipment, or material for the performance of the Work.

10.3.3 Any required insurance required under the U.S. Terrorism Risk Insurance Act of

2002, any similar applicable law, or as such Act may be amended.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS.**

### **11.1 A/E'S RESPONSIBILITIES.**

These General Conditions are not intended to provide an exhaustive or complete list of the A/E's responsibilities. A separate agreement between the DFCM and A/E incorporates these General Conditions by reference and includes additional Design responsibilities.

**11.2 SUCCESSORS AND ASSIGNS.** The DFCM and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract without the prior written consent of the DFCM, nor shall the Contractor assign any amount due or to become due as well as any rights under the Contract, without prior written consent of the DFCM.

### **11.3 WRITTEN NOTICE.**

#### **11.3.1 PERSONAL DELIVERY AND REGISTERED OR CERTIFIED MAIL.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice.

**11.3.2 FAX.** Notwithstanding any other provision of these General Conditions, written notice shall also be deemed to have been duly served by verified use of a FAX system by using the known and operative calling number. Service by use of the FAX system is encouraged when timely notice will benefit the—DFCM, A/E or Contractor. Notice shall be considered complete and verified upon the sending and confirmation of delivery using the FAX system, if on the same day notice is also sent by registered or certified mail,

return receipt requested, to the last business address known to the party giving notice, confirming the FAX delivery.

#### **11.4 RIGHTS AND REMEDIES.**

**11.4.1 NOT LIMIT.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**11.4.2 NOT WAIVER.** Except as expressly provided elsewhere in the Contract Documents, no action or failure to act by the DFCM, A/E or Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as any of the above may be specifically agreed to in writing. In no case shall the Contractor or any Subcontractors be entitled to rely upon any waiver of any of these General Conditions unless agreed to in writing by the DFCM.

#### **11.5 COMMENCEMENT OF STATUTORY LIMITATION PERIOD.**

**11.5.1 BEFORE SUBSTANTIAL COMPLETION.** Except as provided in 11.5.4 below, as to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

#### **11.5.2 BETWEEN SUBSTANTIAL COMPLETION AND FINAL CERTIFICATION FOR PAYMENT.**

Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification for Payment.

#### **11.5.3 AFTER FINAL CERTIFICATION FOR PAYMENT.**

Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any guaranty provided under Article 9 the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 9.4.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or DFCM, whichever occurs last.

**11.5.4 EXCEPTION.** Notwithstanding any other provision of this Article 11.5 to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by the DFCM until after the date which, but for this Paragraph 11.5.4, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by the DFCM.

**11.6 NOT DISCRIMINATE, NO SEXUAL HARASSMENT.** Pursuant to the laws of the State of Utah, the Contractor, Subcontractors, or anyone for whose act any of them may be liable, will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. Contractor, Subcontractors, or anyone for whose act any of them may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.



**11.7 APPLICABLE LAWS.** The applicable laws and regulations of the State of Utah, as well as any applicable local laws and regulations not superseded or exempted by State law, shall govern the execution of the Work embodied in the Contract Documents as well as the interpretation of the Contract Documents.

**11.8 INTERPRETATION.** In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modification or an article is absent from the statement and appears in another is not intended to affect the interpretation of either statement.

**11.9 VENUE.** In case of any dispute, which may arise under the Contract Documents, the place of venue shall be in the County of Salt Lake, Utah, unless otherwise agreed to by all the parties in writing.

**11.10 SEVERABILITY.** The invalidity of any part, paragraph, subparagraph, phase, provision or aspect of the Contract documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

**11.11 CONSTRUCTION OF WORDS.** Unless otherwise stated in the Contract Documents, words, which have well-known technical or construction industry meanings, shall be construed as having such recognized meanings. Unless the context requires otherwise, all other technical words shall be construed in accordance with the meaning normally established by the particular, applicable profession or industry. All other words, unless the context requires otherwise, shall be construed with an ordinary, plain meaning.

**11.12 NO THIRD PARTY RIGHTS.** These General Conditions create rights and duties only as between DFCM and Contractor, and DFCM and A/E. Nothing contained herein shall be deemed as creating third party beneficiary contract rights or other actionable rights or duties as between Contractor and A/E, or as between DFCM, Contractor, or A/E on the one hand, and any other person or entity.

## **ARTICLE 12. TERMINATION OR SUSPENSION OF THE CONTRACT.**

### **12.1 TERMINATION BY CONTRACTOR.**

**12.1.1 IN GENERAL.** If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with any of the above, the Contractor, may terminate the Contract in accordance with 12.1.2 hereinbelow for any of the following reasons:

(1) Because the DFCM has persistently failed to fulfill fundamental DFCM's obligations under the Contract Documents with respect to matters important to the progress of the Work;

(2) Issuance of an order of a court or other public authority having jurisdiction which necessitates such termination, except that where the Contractor has standing, the Contractor must cooperate in efforts to stay and/or appeal such order;

(3) An act of government, such as a declaration of national emergency, making material unavailable; or

(4) Unavoidable casualties or other similar causes as listed in Paragraph 12.2.2(2) hereinbelow.

**12.1.2 NOTICE.** If one of the reasons for termination in Paragraph 12.1.1 hereinabove exist, the Contractor may, upon ten (10) additional days' written notice to the DFCM and A/E, and such condition giving cause for termination still not cured, terminate the Contract and recover from the DFCM payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages associated only with work completed prior to the notice of termination.

### **12.2 TERMINATION BY THE DFCM FOR CAUSE.**

**12.2.1 IN GENERAL.** The DFCM Director or Designee may terminate the Contract if the Contractor fails to cure any of the following within a period of ten (10) days (or longer if the DFCM so approves in writing) after receipt of notice from the DFCM specifying the cause for termination:

(1) The Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(2) The Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

(3) The Contractor persistently disregards laws, ordinances, or rules, regulations, resolutions or orders of a public authority having jurisdiction; or

(4) The Contractor fails to perform the Work within the time specified in the Contract Documents or any authorized extension thereof or the Contractor fails to make progress with the Work as to endanger such compliance;

(5) The Contractor fails to perform the Work or is otherwise in breach of a material provision of the Contract Documents;

(6) The Contractor fails to respond promptly to the financial responsibility inquiry under the Contractor's Agreement;

(7) As permissible by law for a reason to terminate, the Contractor is adjudged bankrupt;

(8) As permissible by law for a reason to terminate, the Contractor should make a general assignment for the benefit to creditors;

(9) As permissible by law for a reason to terminate, the Contractor should have a receiver appointed on account of the Contractor's insolvency; or

(10) The Contractor fails to follow the material safety requirements and precautions either as expressly provided in the

Contract Documents or as consistent with the customary practices in the industry.

## **12.2.2 DFCM'S RIGHT TO CARRY OUT THE WORK.**

(1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period (or longer if approved by the DFCM in writing) after receipt of written notice from the DFCM to cure such default or neglect, the DFCM may without prejudice to other remedies the DFCM may have, correct such deficiencies, including taking over the Work and prosecuting the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such materials, appliances, and facilities as may be on the site of the Work as well as the site as necessary for its proper completion. In such case, the DFCM shall offset from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E, DFCM's staff and legal counsel's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the DFCM. The Contractor shall continue performance of the Contract to the extent not terminated.

(2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the State of Utah or federal government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor

and the Subcontractor, and without the fault or negligence of either of them or anyone for whom either may be liable, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or completion schedule.

**12.2.3 ITEMS REQUIRED TO BE TRANSFERRED OR DELIVERED.** The DFCM may require the Contractor to transfer title and deliver to the DFCM, in the manner and to the extent directed by the DFCM:

(1) Any completed portion of the Work; and

(2) Any partially completed portion of the Work and any parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the DFCM, protect and preserve property in the possession of the Contractor in which the DFCM has an interest.

**12.2.4 PAYMENT.** When the DFCM terminates the Contract for one or more of the reasons stated in Paragraph 12.2.1, the DFCM may withhold payment and/or pursue all available remedies.

**12.2.5 DFCM PROTECTION IF LIENABLE.** When the subject property is lienable, the DFCM may withhold from amounts otherwise due the Contractor for such completed Work or construction materials such sum as the DFCM determines to be necessary to protect the State against loss because of outstanding liens or claims for former lien holders.

**12.2.6 CREDITS AND DEFICITS.** If the unpaid balance of the Contract Sum exceeds the full cost of finishing the Work, including compensation for the A/E's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to

the DFCM this obligation for payment shall survive the termination of the Contract.

**12.2.7 IF CONTRACTOR FOUND NOT IN DEFAULT OR EXCUSABLE.** If, after notice of termination of the Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions.

**12.2.8 RIGHTS AND REMEDIES NOT EXCLUSIVE.** The rights and remedies of the DFCM provided in this Article 12.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **12.3 SUSPENSION, DELAY OR INTERRUPTION OF WORK BY THE DFCM FOR CONVENIENCE.**

**12.3.1 BY DFCM IN WRITING.** The DFCM may in writing and without cause, order the Contractor to suspend, delay or interrupt the Work in whole or in part for such period of time as the DFCM may determine to be appropriate for the convenience of the DFCM.

**12.3.2 TIME PERIOD FOR CLAIMS.** Any PRE by the Contractor for adjustment under this Article 12.3 must be asserted by the Contractor, in writing, within twenty-one (21) days from the date of termination of such suspension, delay or interruption; provided that the DFCM may, in its sole discretion, receive and act upon any such PRE asserted at any time prior to final payment under this Contract.

**12.3.3 ADJUSTMENTS.** Any adjustment in Contract Sum and Time shall be in accordance with Articles 3, 4, and 7.

### **12.4 TERMINATION FOR CONVENIENCE OF THE DFCM.**

#### **12.4.1 IN GENERAL.**

The performance of Work under this Contract may be terminated by the DFCM in accordance with this Article 12.4 in whole, or from time to time, in part, whenever the DFCM shall determine that such termination is in the best interest of the DFCM or any person for whom the DFCM is acting under this Contract. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

**12.4.2 CONTRACTOR OBLIGATIONS.** After receipt of a notice of termination, and except as otherwise directed by the DFCM in writing, the Contractor shall:

(1) Stop work under the Contract on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to performance of Work terminated by the notice of termination;

(4) Assign to the DFCM in the manner, at the times, and to the extent directed by the DFCM, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the DFCM shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DFCM, which approval or ratification shall be final for all the purposes of this Article 12.4;

(6) Transfer title and deliver to the DFCM in the manner, at the times, and to the extent, if any, directed by the DFCM:

(a) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and

(b) The completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the DFCM;

(7) Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the DFCM, any property of the types referred to in Paragraph 12.4.2(6) above; provided, however, that the Contractor:

(a) Shall not be required to extend credit to any purchaser; and

(b) May acquire any such property under the conditions prescribed by and at a price or prices approved by the DFCM; and provided further that the proceeds of any such transfer of or disposition shall be applied in reduction of any payments to be made by the DFCM to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the DFCM may direct;

(8) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the DFCM may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor in which the State has or may acquire an interest.

#### **12.4.3 TERMINATION CLAIM.**

After receipt of a notice of termination, the Contractor may submit to the DFCM a PRE, in the form and with certification prescribed by the DFCM. Such PRE shall be submitted promptly

but in no event not later than sixty (60) days from the effective date of termination.

**12.4.4 AGREED UPON PAYMENT.**

Subject to the provisions of Paragraph 12.4.3 above, the Contractor and the DFCM may agree upon the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Article 12.4.

**12.4.5 PAYMENT NOT AGREED UPON.** In the event of the failure of the Contractor and the DFCM to agree, as provided in Paragraph 12.4.4, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Article 12.4, the DFCM shall pay to the Contractor the amounts determined by the DFCM as follows, but without duplication of any amounts agreed upon in accordance with Paragraph 12.4.4:

(1) With respect to all Contract Work performed prior to effective date of the notice of termination, the total (without duplication of any items) of:

(a) The cost of such Work including undisputed Claim amounts;

(b) The cost of terminating, settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Paragraph 12.4.2(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors prior to the effective date of the notice of termination under this Contract, which amounts shall be included in the cost on account of which payment is made under Paragraph 12.4.5(1)(a) above;

(c) A sum, as overhead and profit on Paragraph 12.4.5(1)(a) above, determined by the DFCM to be fair and reasonable;

(d) The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph 12.4.2(9); and any other reasonable cost incidental to termination of Work under this Contract, including expenses incidental to the determination of the amount due

to the Contractor as the result of the termination of Work under this Contract.

(2) The total sum to be paid to the Contractor under Paragraph 12.4.5(1) above shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the DFCM shall have otherwise expressly assumed the risk of loss in writing, there shall be excluded from the amounts payable to the Contractor under Paragraph 12.4.5(1) above, the fair value of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the DFCM, or to a buyer pursuant to Paragraph 12.4.2(7).

**12.4.6 DEDUCTIONS.** In arriving at the amount due the Contractor under this Article 12.4, there shall be deducted:

(1) All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;

(2) Any Claim which the State may have against the Contractor in connection with this Contract; and

(3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this Article 13.4, and not otherwise recovered by or credited to the DFCM.

**12.4.7 PARTIAL TERMINATION.** If the termination is partial, the Contractor may file with the DFCM a PRE for the amounts specified in the Contract relating to the continued portion of the Contract and such equitable adjustment as may be agreed upon shall be made in such amounts. Any PRE under this Paragraph 12.4.7 must be filed within twenty-one (21) days from the effective date of the notice of termination.

**12.4.8 PARTIAL PAYMENTS.** The DFCM may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs

incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the DFCM the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article 12.4, such excess shall be payable by the Contractor to the DFCM upon demand, together with interest at a rate equal to the average rate at the time being received from the investment of state funds, as determined by the State Treasurer, for the period until the date such excess is repaid to the DFCM; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the DFCM by reason of the circumstances.

**12.4.9 PRESERVE AND MAKE AVAILABLE RECORDS.** Unless otherwise provided for in this Contract, or by applicable law, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to the DFCM at all reasonable times at the office of the Contractor, but without direct charge to the DFCM, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the DFCM Representative, photographs, micrographs, or other authentic reproductions thereof.

**12.5 DFCM'S RIGHT TO STOP THE WORK.** If the Contractor fails to correct Work or fails to carry out Work, as required by the Contract Documents or fails to comply with all required and customary safety precautions; the DFCM, by written order signed personally or by an agent specifically so empowered by the DFCM in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the DFCM to stop the Work shall not give rise to a duty on the part of the DFCM to exercise this right for the benefit of the Contractor or any other person or entity.

## SECTION 01200

### PRICE & PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Administrative and procedural requirements governing Contractor's Applications for Payment.
- B. Related Sections
  - 1. Section 01300, Administrative Requirements - Requirements for Contractor's Construction Schedule & Submittal Schedule.
  - 2. Section 01600, Product Requirements - Administrative procedures for handling requests for substitutions.

##### 1.2 PAYMENT PROCEDURES

- A. Payment Requests
  - 1. Each Payment Request shall be consistent with previous requests and payments certified by Architect and paid for by Owner. Initial Payment Request, Payment Request at time of Substantial Completion, and final Payment Request involve additional requirements specified below.
  - 2. Payment Request Forms - Use standard AIA Payment Request forms.
  - 3. Request Preparation
    - a. Complete every entry on Payment Request form. Incomplete applications will be returned without action.
    - b. Entries shall match data on Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
    - c. Include amounts for Modifications issued before last day of construction period covered by request.
  - 4. Transmittal - Submit a single executed original Payment Request form to Architect. Include waivers of lien and similar attachments when required. Transmit each Payment Request form with transmittal form listing attachments and recording appropriate information related to request as directed by Architect.
  - 5. Initial Payment Request - Administrative actions and submittals that shall precede or coincide with submittal of first Payment Request include
    - a. List of Subcontractors.
    - b. Copies of building permits.
    - c. Copies of authorizations and licenses from governing authorities for performance of the Work.
    - d. Initial progress report.
    - e. Minutes of preconstruction meeting.
    - f. Schedule of Values.
    - g. Contractor's Construction Schedule, preliminary if not final.
    - h. Submittal Schedule, preliminary if not final.
  - 6. Payment Request At Substantial Completion - Following issuance of Certificate of Substantial Completion, submit Payment Request. Administrative actions and submittals that shall precede or coincide with this request include
    - a. Operations & Maintenance Manuals
    - b. Change-over information related to Owner's occupancy, use, operation and maintenance.
    - c. Final cleaning.
    - d. Application for reduction of retainage, and consent of surety.
    - e. Occupancy permits and similar approvals.
    - f. Meter readings.
  - 7. Final Payment Request - Administrative actions and submittals that shall precede or

coincide with submittal of this request include

- a. Completion of Project closeout requirements.
- b. Completion of items specified for completion after Substantial Completion.
- c. Assurance that unsettled claims will be settled.
- d. Assurance that work not completed and accepted will be completed without undue delay.
- e. Transmittal of required Project construction records to Owner.
- f. Proof that taxes, fees and similar obligations have been paid.
- g. Removal of temporary facilities and services.
- h. Removal of surplus materials, rubbish, and similar elements.
- i. Change of door locks to allow Owner's access.

**PART 2 PRODUCTS** - Not Used

**PART 3 EXECUTION** - Not Used

END OF SECTION



## SECTION 01300

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Administrative and supervisory requirements necessary for Project coordination.
  - 2. Administrative and procedural requirements for Project meetings.
  - 3. Administrative and procedural requirements for submittals required for performance of the Work.
- B. Related Sections
  - 1. Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to -
    - a. Permits.
    - b. Applications for payment.
    - c. Performance and payment bonds.
    - d. Insurance certificates.
    - e. List of Subcontractors.

##### 1.2 PROJECT MANAGEMENT & COORDINATION

- A. General
  - 1. This Project designation shall be included on documents generated for Project by Contractor and Subcontractors, or be present on a cover letter accompanying such documents. This designation is required to facilitate tracking of materials, equipment, systems, and products used on Church's Projects by Church and by manufacturers specified in Contract Documents.
- B. Project Coordination
  - 1. Coordinate construction activities included in Contract Documents to assure efficient and orderly installation of each part of the Work. Coordinate construction operations that are dependent upon each other for proper installation, connection, and operation.
    - a. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in sequence required to obtain best results.
    - b. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
    - c. Make adequate provisions to accommodate items scheduled for later installation.
  - 2. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings. Prepare similar memoranda for Owner and separate Contractors where coordination of their Work is required.
  - 3. Administrative Procedures - Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to -
    - a. Preparing of schedules.
    - b. Installing and removing temporary facilities.
    - c. Delivering and processing submittals.
    - d. Progress meetings.
    - e. Project Close-out activities.
  - 4. Conservation - Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

C. Project Meetings

1. Preconstruction Conference -

- a. Architect will schedule preconstruction conference and organizational meeting at Project site or other convenient location by 15 days after issuance of Notice To Proceed and before commencement of construction activities. Architect will conduct meeting to review responsibilities and personnel assignments.
- b. Attenders - Owner, Architect, and their consultants, Contractor and his superintendent, major Subcontractors and other concerned parties shall each be represented at conference by persons familiar with and authorized to conclude matters relating to the Work.
- c. Agenda - Discuss items of significance that could affect progress including such topics as
  - 1) Tentative construction schedule.
  - 2) Critical Work sequencing.
  - 3) Designation of responsible personnel.
  - 4) Procedures for processing interpretations and Modifications.
  - 5) Procedures for processing Payment Requests.
  - 6) Distribution of Contract Documents.
  - 7) Submittal of Product Data, Shop Drawings, Samples, Quality Assurance/Control submittals.
  - 8) Preparation of record documents and O & M manual.
  - 9) Use of the premises.
  - 10) Office, work, and storage areas.
  - 11) Equipment deliveries and priorities.
  - 12) Safety procedures.
  - 13) First aid.
  - 14) Security.
  - 15) Housekeeping.
  - 16) Working hours.
  - 17) Resolving current problems.
  - 18) Further orientation as to requirements of Contract Documents.
  - 19) Architect's responsibility to Owner for inspection.
  - 20) Working out general schedule of Architect's inspection.
- d. Architect will record significant discussions and agreements and disagreements of each meeting and distribute minutes of meeting to everyone concerned, including Owner, within three working days.

2. Progress Meetings -

- a. Architect will conduct progress meetings at Project site at regularly scheduled intervals, at least once a month.
- b. Owner, Architect, Contractor, and each Subcontractor concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings by persons familiar with Project and authorized to conclude matters relating to progress.
- c. Agenda -
  - 1) Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - 2) Progress since last meeting will be reviewed. Where each activity is in relation to Contractor's Construction Schedule, whether on time or ahead or behind schedule, will be determined. How construction behind schedule is to be expedited will be decided and commitments secured from parties involved to do so. Schedule revisions required to ensure that current and subsequent activities will be completed within Contract Time will be discussed.
  - 3) Present and future needs of each entity present will be discussed, including such items as -
    - a) Interface requirements.
    - b) Time.
    - c) Sequences.
    - d) Deliveries.
    - e) Off-site fabrication problems.

- f) Access.
  - g) Site use.
  - h) Temporary facilities and services.
  - i) Hours of work.
  - j) Hazards and risks.
  - k) Housekeeping.
  - l) Quality and Work standards.
  - m) Modifications.
  - n) Documentation of information for Payment Requests.
- d. Architect will include brief summary, in narrative form, of progress since previous meeting. By three days after each progress meeting date, Architect will distribute copies of minutes of meeting to each party present and to parties who should have been present, including Owner.
  - c. Revise Contractor's Construction Schedule after each progress meeting where revisions to schedule have been made or recognized. Issue revised schedule by three days after each progress meeting date, to each party present and to parties who should have been present, including Owner.
3. Pre-installation Meetings -a. Architect will develop a schedule for pre-installation meetings based on Contractor's Construction Schedule. Architect will schedule these meetings at same time Architect's regularly scheduled inspection visits, if possible. Pre-installation meetings will be held at site before commencement of work specified in trade Sections requiring such a meeting.
- b. Attenders - Architect, Contractor, applicable Subcontractors, item or system suppliers/installers, Manufacturer's representatives, and others as specified or invited. Architect will conduct meeting.
    - 1) Review progress of other construction activities and preparations for particular activity under consideration at each pre-installation meeting, including requirements for -
      - a) Reviewing and confirming requirements of Contract Documents including related Modifications.
      - b) Verifying that completed work is ready for installation of items or systems.
      - c) Resolving conditions not in compliance with installation requirements.
      - d) Establishing installation and inspection schedule.
      - e) Coordination between trades.
      - f) Other trades which affect work of trade Section.
      - g) Other items specified in individual Sections.
      - h) Deliveries.
      - i) Shop Drawings, Product Data, Samples, and Quality Assurance/Control submittals.
      - j) Possible conflicts.
      - k) Compatibility problems.
      - l) Weather limitations.
      - m) Manufacturer's recommendations.
      - n) Compatibility of materials.
      - o) Temporary facilities.
      - p) Space and access limitations.
      - q) Governing regulations.
      - r) Safety.
      - s) Testing requirements.
      - t) Required performance results.
      - u) Recording requirements.
      - u) Protection.
    - 2) Architect will record significant discussions and agreements and disagreements of each meeting, and distribute minutes of meeting within three working days to everyone concerned, including Owner.
    - 3) Make adjustments to work schedule necessitated by decisions of meeting. Do not proceed with work of Section involved if conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene conference within

one week.

### 1.3 CONSTRUCTION PROGRESS DOCUMENTATION

#### A. Contractor's Construction Schedule

1. Prepare fully developed, horizontal bar chart type Contractor's Construction Schedule. Submit within 30 days of date established for 'Commencement of the Work.'
  - a. Provide separate time bar for each significant construction activity. Provide continuous vertical line to identify first working day of each week. Use same breakdown of units of the Work as shown in Schedule of Values.
  - b. Within each time bar show estimated completion percentage in 10 percent increments. As Work progresses, place contrasting mark in each bar to indicate actual completion.
  - c. Prepare schedule on sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.
  - d. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities, including minor elements involved in sequence of the Work. Show each activity in proper sequence. Show graphically sequences necessary for completion of related portions of the Work.
  - e. Coordinate Contractor's Construction Schedule with Schedule of Values, list of subcontracts, submittal schedule, progress reports, payment requests, and other schedules.
  - f. Show completion before date established for Substantial Completion. Show Substantial Completion on schedule to allow time for Architect's procedures necessary for certification of Substantial Completion.
2. Show important stages of construction for each major portion of the Work, including testing and installation.
3. Provide separate time bar to identify each major construction area for each major portion of the Work. Show where each element in an area must be sequenced or integrated with other activities.
4. At head of schedule, provide two item cost correlation lines, indicating 'precalculated' and 'actual' costs. On line, show dollar-volume of work completed as of dates used for preparation of payment requests. Refer to Section 01200 for cost reporting and payment procedures.
5. Following response to initial submittal, print and distribute copies to Architect, Owner, Subcontractors, and other parties required to comply with scheduled dates. Post copies in Project meeting room and temporary field office. When revisions are made, distribute to same parties and post in same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
6. Revise schedule after each meeting or activity where revisions have been recognized or made. Issue updated schedule concurrently with report of each meeting.
7. Acceleration Of The Work -
  - a. If circumstances require that the Work or portion thereof be completed at date earlier than Contract completion date as adjusted by Modifications and if directed by Architect or Owner, increase forces, equipment, hours of work, and/or number of shifts and speed up delivery of materials to meet altered completion date or dates ordered or directed. Any increase in cost to Contractor in compliance with such orders or directives will be reflected in an adjustment in Contract Sum in accordance with additional work performed.
  - b. If in judgment of Architect or Owner the Work is behind schedule and rate of placement of work is inadequate to regain scheduled progress and if so informed by Architect or Owner, immediately take action to increase rate of work placement.
    - 1) This shall be accomplished by any one or a combination of the following or other suitable measures -
      - a) An increase in working forces,
      - b) An increase in equipment or tools,
      - c) An increase in hours of work or number of shifts,
      - d) Speeding up delivery of materials.
    - 2) Within 10 days after being so informed, notify Architect of specific

measures taken and/or planned to increase rate of progress with an estimate of when scheduled progress will be regained. If plan of action is deemed inadequate by Architect or Owner, take additional steps or make adjustments to plan of action until it meets with Architect's or Owner's approval.

- 3) Acceleration of work will continue until scheduled progress is regained. Establish scheduled progress from latest revised approved progress schedule for Project. Timely completion is understood to be contract completion date as revised by time extensions granted at time acceleration is undertaken.
  - 4) No additional compensation for additional effort applied to the Work under terms of this subparagraph will be granted.
- c. Any directive or order to accelerate the Work will be in writing. Any directive or order terminating accelerated work will be in writing.

**B. Daily Construction Reports**

1. Prepare daily reports of operations at Project containing at least following information -
  - a. List of Subcontractors at site.
  - b. Approximate count of personnel at site by trade.
  - c. High and low temperatures, general weather conditions.
  - d. Major items of equipment on site.
  - e. Materials, equipment, or Owner-furnished items arriving or leaving site.
  - f. Accidents and unusual events.
  - g. Site or structure damage by water, frost, wind, or other causes.
  - h. Meetings and significant decisions.
  - i. Visitors to the job including meeting attenders.
  - j. Stoppages, delays, shortages, losses.
  - k. Any tests made and their result if known.
  - l. Meter readings and similar recordings.
  - m. Emergency procedures.
  - n. Orders and requests of governing authorities.
  - o. Modifications received, carried out.
  - p. Services connected, disconnected.
  - q. Equipment or system tests and start-ups.
  - r. Brief summary of work accomplished that day.
2. Forward daily reports to Architect on at least a weekly basis. Preface each packet of daily reports with a Project Status Report summarizing the attached daily reports.
3. Maintain file of copies of daily reports on site and make available to Architect and Owner upon request.

**1.4 SUBMITTAL PROCEDURES**

**A. General**

1. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
  - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - b. Coordinate transmittal of different types of submittals required for related elements of the Work so processing will not be delayed by need to review submittals concurrently for coordination. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  - c. Allow sufficient review time so installation will not be delayed by time required to process submittals, including time for resubmittals.
    - 1) Allow 21 days for initial review. Allow additional time if processing must be delayed to allow coordination with subsequent submittals. Architect will promptly advise Contractor when submittal being processed must be delayed for coordination.
    - 2) If an intermediate submittal is necessary, process same as initial submittal.
    - 3) Allow 10 days for reprocessing each submittal.

- 4) No extension of Contract Time will be authorized because of failure to transmit submittals to Architect sufficiently before work is to be performed to allow processing.
2. Place a permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
  - a. Provide space approximately 4 by 5 inches on label or beside title block on Shop Drawings to record Contractor's review and approval markings and action taken.
  - b. Include following information on label for processing and recording action taken.
    - 1) Project name.
    - 2) Date.
    - 3) Name and address of Architect.
    - 4) Name and address of Contractor.
    - 5) Name and address of Subcontractor.
    - 6) Name and address of supplier.
    - 7) Name of manufacturer.
    - 8) Number and title of appropriate Specification Section.
    - 9) Drawing number and detail references, as appropriate.
3. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using transmittal letter. On transmittal, record relevant information and requests for data. Include Contractor's certification that information complies with Contract Document requirements, or, on form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
4. Submittals received from sources other than Contractor or not marked with Contractor's approval will be returned without action.

**B. Submittal Schedule**

1. Within 20 days after receipt of Notice to Proceed, furnish submittal schedule listing items specified to be furnished for review to Architect including product data, shop drawings, samples, and quality assurance/control submittals.
  - a. Coordinate submittal schedule with list of Subcontractors, schedule of values, and Contractor's construction schedule.
  - b. Prepare schedule in chronological order, including submittals required during first 90 days of construction. Provide following information -
    - 1) Scheduled date for first submittal.
    - 2) Related Section number.
    - 3) Submittal category.
    - 4) Name of Subcontractor.
    - 5) Description of part of the Work covered.
    - 6) Scheduled date for resubmittal
    - 7) Scheduled date for Architect's final release or approval.
  - c. Schedule shall show 20 days minimum after receipt for review by Architect. If resubmittal is required, an additional 15 days will be allowed for after receipt.
2. Following response to initial submittal, print and distribute copies to Architect, Owner, Subcontractors, and other parties required to comply with submittal dates shown. Post copies in Project meeting room and field office. When revisions are made, distribute to same parties and post in same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
3. Revise schedule after each meeting or activity, where revisions have been recognized or made. Issue updated schedule concurrently with minutes of each meeting.
4. Furnishing of submittal schedule or revision thereto shall not be interpreted as relieving Contractor of his obligation to comply with Contract Document requirements for items on schedule.

- C. Product Data1.** Collect Product Data, as required by individual Sections, into separate submittals. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as Shop Drawings.
2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required for Project, mark copies to show applicable information.

3. Do not submit Product Data until compliance with requirements of Contract Documents has been confirmed.
4. Submit preliminary single-copy of Product Data where selection of options by Architect is required.
5. Submit five copies minimum of each required submittal. Architect will retain two and return others marked with action taken and with corrections or modifications required. Unless noncompliance with Contract Document provisions is observed, submittal may serve as final submittal. Insert one marked copy in Owner-provided three-ring binders used to become Operations & Maintenance Manuals specified in Section 01700.
6. Furnish copies of final submittal to Subcontractors and others as required for performance of construction activities. Show distribution on transmittal forms.
  1. Do not proceed with installation until applicable copy of Product Data is in installer's possession.
  2. Do not allow use of unmarked copies of Product Data in connection with construction.

- D. Shop Drawings
1. Submit newly prepared graphic data to accurate scale. Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches. Highlight, encircle, or otherwise show deviations from Contract Documents. Include following information as a minimum.
    - a. Dimensions.
    - b. Identification of products and materials included.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
  2. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings. Standard information prepared without specific reference to Project is not considered Shop Drawings.
  3. Review and designate (stamp) approval of shop drawings. Submit to Architect, with reasonable promptness and in orderly sequence, shop drawings required by Contract Documents. Shop drawings not required by Contract Documents, but requested by Contractor or supplied by Subcontractor need not be submitted to Architect for review. However, these shop drawings shall meet specified shop drawing requirements except those relating to submission to Architect.
    - a. Bear cost of reproducing copies of shop drawings required by all concerned. Instead of prints, a sepia may be required.
    - b. Shop drawings shall be complete and detailed.
    - c. Shop drawings shall be properly identified as specified or as Architect may require.
    - d. Provide 6 copies of shop drawings unless required otherwise in specification Section.

- E. Samples
1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
    - a. Mount, display, or package Samples so as to ease review of qualities indicated. Prepare Samples to match samples provided by Architect, if applicable. Include following -
      - 1) Generic description of Sample.
      - 2) Sample source.
      - 3) Product name or name of manufacturer.
      - 4) Compliance with recognized standards.
      - 5) Availability and delivery time.
    - b. Submit Samples for review of kind, color, pattern, and texture, for final check of these characteristics with other elements, and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
      - 1) Where variations in color, pattern, texture or other characteristics are inherent in material or product represented, submit multiple units (not less

- than 3), which show approximate limits of variations.
    - 2) Refer to other specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
    - 3) Refer to other Sections for Samples to be returned to Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On transmittal, indicate special requests regarding disposition of Sample submittals.
  - c. Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit full set of choices for material or product. Preliminary submittals will be reviewed and returned with Architect's mark indicating selection and other action.
  - d. Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One will be returned marked with action taken.
  - e. Samples, as accepted and returned by Architect, shall be used for quality comparisons throughout course of construction.
    - 1) Unless noncompliance with Contract Documents is observed, submittal may serve as final submittal.
    - 2) Sample sets may be used to obtain final acceptance of construction associated with each set.
  - 2. Prepare and distribute additional sets to Subcontractors and others as required for performance of the Work. Show distribution on transmittal forms.
- F. Quality Assurance/Control - Quality Assurance/Control submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations. Submit 2 copies to Architect immediately upon receipt.
- G. Architect's Action
- 1. Allow 21 days for Architect's review and return for initial submittals and 10 days for re-submittals.
  - 2. Submittals reviewed by Architect will be identified as having received such review by being so stamped and dated.
    - a. Where submittals are marked 'Approved,' that part of the Work covered by submittal may proceed provided it complies with requirements of Contract Documents. Final acceptance will depend upon that compliance.
    - b. When submittals are marked 'Approved as Noted,' that part of the Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents. Final acceptance will depend on that compliance.
    - c. When submittal is marked 'Not Approved, Revise and Resubmit,' do not proceed with that part of the Work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare new submittal according to notations and resubmit without delay at no additional cost to Owner. Repeat as necessary to obtain satisfactory action mark. Do not allow submittals marked 'Not Approved, Revise and Resubmit' to be used at Project site, or elsewhere where the Work is in progress.
    - d. Where submittal is primarily for information or record purposes, special processing, or other activity, submittal will be returned, marked 'Action Not Required.'
  - 3. Two copies of each submittal will be retained in Architect's office until completion of Project.
  - 4. Except for submittals for record, information, or similar purposes, where action and return are required or requested, Architect will review each submittal, mark to show action taken, and return promptly to Contractor.

**PART 2 PRODUCTS - Not Used**



END OF SECTION

## **SECTION 01600**

### **PRODUCT REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Administrative and procedural requirements governing Contractor's selection of products for use in Project.
- B. Related Sections
  - 1. Section 01300, Submittals - Contractor's Construction Schedule and Schedule of Submittals
- C. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on building exterior.
  - 1. Locate required product labels and stamps on concealed surface or, where required for observation after installation, on accessible surface that is not conspicuous.
  - 2. Provide permanent nameplates on items of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data -
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.

##### **1.2 PRODUCT DELIVERY, STORAGE, & HANDLING**

- A. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to reduce long-term storage at site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
  - 5. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from Project structure so supporting construction will not be endangered.
  - 7. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

#### **PART 2 PRODUCTS**

##### **2.1 PRODUCT OPTIONS**

- A. When option of selecting between two or more products is given, product selected shall be compatible with products previously selected, even if previously selected products were also

options.

- B. Provide products that comply with Contract Documents, that are undamaged, and unless otherwise indicated, new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
- C. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include
  - 1. Substitutions -
    - a. Where the heading 'Approved Manufacturers' is used to identify the list of specified products or manufacturers and statement 'Equal as approved by Architect before bidding. See Section 01600' is not included, provide only one of products specified. No substitutions or mixing of manufacturers' products will be allowed.
    - b. Where the heading 'Acceptable Manufacturers' is used to identify the list of specified products or manufacturers and the statement 'Equal as approved by Architect before bidding. See Section 01600' is included, use the specified products and manufacturers unless approval to use other products and manufacturers has been obtained by Addendum after following the requirements in the Instructions To Bidders relative to substitutions.
  - 2. Where specifications describe a product or assembly by specifying exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides specified characteristics and otherwise complies with Contract requirements.
  - 3. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application described. General overall performance of product is implied where product is specified for specific application. Manufacturer's recommendations may be contained in published product literature, or by manufacturer's certification of performance.
  - 4. Where specifications only require compliance with an imposed code, standard, or regulation, select product that complies with standards, codes or regulations specified.
  - 5. Where Specifications require matching an established Sample, Architect's decision will be final on whether proposed product matches satisfactorily. Where no product available within specified category matches satisfactorily nor complies with other specified requirements, refer to Architect.
  - 6. Where specified product requirements include phrase '. . . as selected from manufacturer's standard colors, patterns, textures . . . ' or similar phrase, select product and manufacturer that comply with other specified requirements. Architect will select color, pattern, and texture from product line selected.
  - 7. Remove and replace products and materials not specified in Contract Documents but installed in the Work with specified products and materials at no additional cost to Owner and for no increase in Contract time.

## **2.2 OWNER FURNISHED PRODUCTS**

- A. Install items furnished by Owner or receive and store in safe condition items purchased direct by Owner according to requirements of Contract Documents.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION OF PRODUCTS**

- A. Anchor each product securely in place, accurately located, and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration until time of Substantial Completion.

END OF SECTION

## **SECTION 01700**

### **EXECUTION REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Administrative and procedural requirements for installation, demolition, and cleaning.
  - 2. Administrative and procedural requirements for project closeout, including
    - a. Project record document submittal.
    - b. Operations & maintenance manual submittal.
    - c. Submittal of warranties.
- B. Related Sections
  - 1. Closeout requirements for specific construction activities are included in appropriate Sections in Divisions 02 through 16.

#### **PART 2 PRODUCTS - Not Used**

#### **PART 3 EXECUTION**

##### **3.1 PREPARATION**

- A. Bracing, Shoring, & Sheathing - Design, furnish, and install all shoring, bracing, and sheathing as required for safety and for proper execution of the Work and have same removed if required when the Work is completed.

##### **3.2 GENERAL INSTALLATION PROVISIONS**

- A. Inspection of Conditions - Require installer of each major component to inspect both substrate and conditions under which Work is to be done. Notify Architect in writing of unsatisfactory conditions. Do not proceed until unsatisfactory conditions have been corrected.
- B. Manufacturer's Instructions - Comply with Manufacturer's installation instructions and recommendations, to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again before installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Allow for expansion and building movement.
- E. Visual Effects - Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain best visual effect. Refer questionable choices to Architect for final decision.
- F. Recheck measurements and dimensions before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to reduce necessity of uncovering completed construction for that purpose.

- I. Mounting Heights - Where mounting heights are not shown, install individual components at standard mounting heights recognized within the industry or local codes for that application. Refer questionable mounting height decisions to Architect for final decision.

### **3.3 GENERAL DEMOLITION REQUIREMENTS**

- A. Before beginning work on Project, inspect areas in which work will be performed.
  1. Photograph or video tape existing conditions, including surrounding property if necessary, which could be misconstrued as damage resulting from selective demolition.
  2. File copies of photographs/video tapes with Architect before beginning work of this Section.
- B. Scheduling
  1. Include on Construction Schedule specified in Section 01300 detailed sequence of individual demolition operations.
  2. Coordinate with Owner for equipment and materials to be removed by Owner.
- C. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain. Cease demolition operations and notify Architect immediately if safety of structure appears to be endangered. Do not resume demolition operations until safety is restored.
- D. Cover and protect furniture, equipment, and fixtures from soiling and damage when demolition work is performed in rooms and areas from which such items have not been removed.
- E. Execute work in an orderly and careful manner, with due consideration for neighbors and the public.
- F. Carefully remove, disassemble, or dismantle as required, and store in approved location on site, existing items to be reused in completed work.
- G. Remove all parts of building to be demolished including foundations and footings unless shown otherwise. Demolish masonry in small sections. Use bracing and shoring where necessary to avoid collapse of structure. Erect dust chutes and use for removal of materials, rubbish, and debris as necessary.

### **3.4 CLEANING**

- A. Progress Cleaning
  1. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
  2. Keep premises broom clean during progress of the Work.
  3. During performance of demolition, keep building, site, and adjoining streets reasonably clean, and sweep areas affected by demolition operations daily. If necessary, sprinkle rubbish and debris to lay dust.
  4. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
  5. Clean and maintain completed construction as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure ability to operate without damaging effects.
  6. Supervise construction activities to ensure that no part of construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
  7. Before and during application of painting materials, clear area where such work is in progress of debris, rubbish, and building materials that may cause dust. Sweep floors and vacuum as required and take all possible steps to keep area dust free.
  8. Collection & Disposal of Waste -
    - a. Remove waste materials and rubbish caused by employees, Subcontractors, and contractors under separate contract with Owner and dispose of legally. Remove unsuitable or damaged materials and debris from building and from property.
      - 1) Provide adequate waste receptacles and dispose of materials when full.

- 2) Properly store volatile waste and remove daily.
- 3) Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- b. Do not burn waste materials. Do not bury debris or excess materials on Owner's property.
9. Where extra materials of value remaining after completion of associated Work have become Owner's property, arrange for disposition of these materials as directed.

**B. Final Cleaning**

1. Clean each surface or unit to condition expected in normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Remove all rubbish from under and about building and leave building clean and habitable.
2. In addition to general cleaning noted above, perform cleaning for all trades at completion of work in areas where construction activities have occurred, including -
  - a. Interior -
    - 1) Wash and polish inside glazing, exercising care not to scratch glass. Replace chipped or broken glass and other damaged glazing materials.
    - 2) Remove marks, stains, fingerprints and other soil, and dirt from painted, decorated, and stained work.
    - 3) Clean and polish woodwork.
    - 4) Remove labels that are not permanent labels.
    - 5) Clean and polish hardware for all trades. This shall include removal of stains, dust, dirt, paint, etc.
    - 6) Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean light fixtures and lamps.
    - 7) Clean other fixtures and equipment and remove stains, paint, dirt, and dust.
    - 8) Remove temporary floor protection and clean floors.
    - 9) Clean metal surfaces, including doors and windows, required to have polished finishes. Polish surfaces, leaving them without fingerprints or other blemishes.
3. If Contractor fails to clean up, Owner may do so and charge cost to Contractor.

### **3.5 CLOSEOUT PROCEDURES**

**A. Pre-Substantial Completion Inspections**

1. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in request.
  - a. Notify Architect in writing when items have been corrected and receive Architect's verification of correction of items.
  - b. In Payment Request that coincides with or first follows date Substantial Completion is claimed, show 100 percent completion for the Work. Include supporting documentation for completion as specified in Contract Documents and statement showing accounting of changes to Contract Sum.
  - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, equipment check-out sheets, and similar documents.
  - d. Obtain and submit releases enabling Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - e. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  - f. Deliver tools, spare parts, extra stock, and similar items.
  - g. Make final change-over of permanent locks and transmit keys to Owner. Advise Owner's personnel of change-over in security provisions.
  - h. Complete start-up testing of systems, and instruction of Owner's maintenance personnel. Discontinue or change over and remove temporary facilities from site, along with construction tools, mock-ups, and similar elements.
  - i. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

2. Upon completion of Project, request a Pre-Substantial Completion Inspection in writing. Completion of Project shall be stated in Contractor's Construction Schedule specified in Section 01300 and shall leave sufficient time between completion of Project and expiration of Contract time to allow correction of work.
  3. On receipt of request for inspection, Owner and Architect and his consultants will schedule and conduct a Pre-Substantial Completion Inspection in presence of Contractor's designated representative, or will advise Contractor of known requirements to be completed before scheduling of Pre-Substantial Completion Inspection. List of items to be corrected by Contractor will be furnished to Contractor within two days after Pre-Substantial Completion Inspection.
  4. Architect will repeat inspection when requested and assured that the Work has been substantially completed.
  5. Results of the completed Pre-Substantial Completion Inspection will form the basis of requirements for final acceptance.
- B. Substantial Completion Inspection
1. Upon receipt of notice that the Work is complete except items whose completion has been delayed because of circumstances acceptable to Architect, Architect will arrange substantial completion inspection to include Owner's representatives. Architect will also notify Contractor and Owner in writing of time and place of inspection. Upon completion of inspection, unless building is rejected, Architect will prepare a certificate of final acceptance. Owner, Architect, and Contractor will execute a Certificate of Substantial Completion that states dates for -
    - a. User occupancy
    - b. Commencement of warranties
    - c. Final acceptance meeting
    - d. Modifications to amount assessed for liquidated damages
  2. After inspection and if necessary, Architect will furnish final list of items to be corrected.
- C. Final Acceptance Meeting
1. Before requesting final inspection for certification of final acceptance and final payment, complete following. List exceptions in request.
    - a. Submit final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
    - b. Submit updated final statement, accounting for final additional changes to Contract Sum.
    - c. Submit certified copy of Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and list has been endorsed and dated by Architect.
    - d. Submit final meter readings for utilities, measured record of stored fuel, and similar data as of date of Substantial Completion, or when Owner took possession of and responsibility for corresponding elements of the Work.
    - e. Submit consent of surety to final payment.
    - f. Submit final liquidated damages settlement statement.
  2. Final acceptance meeting will ensure that deficiencies noted at substantial completion inspection have been corrected according to terms of Substantial Completion Certificate.
  3. When all items have been corrected, Architect will issue a letter to Owner authorizing final payment.
  4. If all items have not been corrected as agreed, Owner may elect to complete the Work under provisions of the General Conditions.

### **3.6 CLOSEOUT SUBMITTALS**

- A. General
1. Refer to other specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately before date of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Architect for Owner's records.
  2. Final payment for Project will not be made until closeout submittals have been

completed, submitted, and approved.

B. Operations & Maintenance Manuals

1. Owner will deliver to Contractor set of binders prepared to receive Operations & Maintenance Data and Product Data to be submitted during course of construction.
2. Include following information in Meetinghouse Operations & Maintenance Manuals -
  - a. Copy of complete Project Manual including addenda and copies of other written construction documents such as Change Orders and interpretations issued during construction.
    - 1) Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications. Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
    - 2) Note related record drawing information and Product Data.
  - c. Product Data - One copy of each Product Data submittal as specified in Section 01300.
  - d. Operations & maintenance manuals required by Divisions and Sections of the specifications.
  - e. Certifications.
  - f. Copies of specified warranties.

C. Preventative Maintenance Instructions

1. Arrange for each installer of equipment that requires regular maintenance to meet with Owner's personnel to provide instruction in proper operation and maintenance as specified in specification Sections. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include detailed reviews of following items
  - a. Maintenance manuals.
  - b. Record documents.
  - c. Spare parts and materials.
  - d. Tools.
  - e. Lubricants.
  - f. Fuels.
  - g. Identification systems.
  - h. Control sequences.
  - i. Hazards.
  - j. Cleaning.
  - k. Warranties and bonds.
  - l. Maintenance agreements and similar continuing commitments.
2. As part of instruction for operating equipment, demonstrate following procedures
  - a. Start-up.
  - b. Shutdown.
  - c. Emergency operations.
  - d. Noise and vibration adjustments.
  - e. Safety procedures.
  - f. Economy and efficiency adjustments.
  - g. Effective energy use.

D. Project Record Documents

1. Do not use record documents for construction purposes. Protect from deterioration and loss in secure, fire-resistive location. Provide access to record documents for Architect's reference during normal working hours.
2. Maintain clean, undamaged set of blue or black line white-prints of Contract Drawings. Mark set to show actual installation where installation varies from the Work as originally shown. Give particular attention to concealed elements that would be difficult to measure and record at later date.
  - a. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  - b. Mark new information that is important to Owner, but was not shown on Contract Drawings.



- c. Note related Change Order numbers where applicable.
- d. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

E. Warranties

- 1. When written guarantees beyond one year after substantial completion are required of any Section of the Work, Contractor shall secure such guarantees and/or warranties properly addressed and signed and in favor of Owner. Include these documents in Meetinghouse Operations & Maintenance Manuals specified above.
- 2. Delivery of guarantees and warranties shall not relieve Contractor from any obligation assumed under any other provisions of his contract.
- 3. Nothing in this Section intends or implies that guarantees and/or warranties shall apply to work abused or neglected by Owner.

END OF SECTION

## **SECTION 02001**

### **GENERAL SITE WORK REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. General procedures and requirements for Site Work.

#### **PART 2 PRODUCTS - Not Used**

#### **PART 3 EXECUTION**

##### **3.1 EXAMINATION**

- A. Site Verification Of Conditions
  - 1. 48 hours minimum prior to performing any work on site, contact USA (Underground Service Alert) to arrange for utility location services.
  - 2. Pothole to verify location of existing various underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.
  - 3. Perform potholing at least 10 working days in advance of performing any excavation or underground work.
  - 4. Upon discovery of conflicts or problems with existing facilities, notify Architect by phone or fax within 24 hours. Follow telephone or fax notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate problem.

##### **3.2 PREPARATION**

- A. Protection
  - 1. Spillage -
    - a. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
    - b. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.
  - 2. Dust Control -
    - a. Take precautions necessary to prevent dust nuisance, both on-site and adjacent to public and private properties.
    - b. Correct or repair damage caused by dust.
  - 3. Erosion Control -
    - a. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.
    - b. Develop, install, and maintain an erosion control plan if required by law.
    - c. Repair and correct damage caused by erosion.
  - 4. Existing Plants & Features - Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Architect. Do not damage other plants and features which are to remain.
- B. If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.

### **3.3 REPAIR/RESTORATION**

- A. Adjust existing covers, boxes, and vaults to grade.
- B. Replace broken or damaged covers, boxes, and vaults.
- C. Independently confirm size, location, and number of covers, boxes, and vaults which require adjustment.

### **3.4 FIELD QUALITY CONTROL**

- A. If work has been interrupted by weather, scheduling, or other reason, notify Architect 24 hours minimum prior to intended resumption of grading or compacting.
- B. Owner reserves right to require additional testing to re-affirm suitability of completed work including compacted soils which have been exposed to adverse weather conditions.

END OF SECTION

## **SECTION 02073**

### **PARTIAL DEMOLITION FOR REMODELING**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Demolish and remove portions of existing building and site as described in Contract Documents.
- B. Related Sections
  - 1. New and replacement work specified in appropriate specification Section.

##### **1.2 SUBMITTALS**

- A. Closeout - Identify abandoned utility and service lines and capping locations on record drawings.

##### **1.3 SCHEDULING**

- A. Include on Construction Schedule specified in Section 01300 detailed sequence of individual demolition operations.
- B. Coordinate with Owner for equipment and materials to be removed by Owner.

#### **PART 2 PRODUCTS - Not Used**

#### **PART 3 EXECUTION**

##### **3.1 EXAMINATION**

- A. Before beginning work of this Section, inspect areas in which work will be performed.
  - 1. Photograph or video tape existing conditions, including surrounding property if necessary, which could be misconstrued as damage resulting from selective demolition.
  - 2. File copies of photographs/video tapes with Architect before beginning work of this Section.

##### **3.2 PREPARATION**

- A. Notify corporations, companies, individuals, and local authorities owning conduits running to property.
  - 1. Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
  - 2. Arrange for removal of wires running to and on property. Remove pipes and sewers in accordance with instructions of above owners.
- B. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structures to be demolished and adjacent facilities to remain. Cease demolition operations and notify Architect immediately if safety of structure appears to be endangered. Do not resume demolition operations until safety is restored.
- C. Cover and protect furniture, equipment, and fixtures from soiling and damage when

demolition work is performed in rooms and areas from which such items have not been removed.

- D. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust and fumes to occupied portions of building.
- E. Provide weatherproof closures for exterior openings resulting from demolition work.
- F. All furnishings, accessories, etc. equipment scheduled to be removed during demolition shall remain property of the Department of Workforce Services.

### **3.3 PERFORMANCE**

- A. Execute work in an orderly and careful manner, with due consideration for neighbors and the public.
- B. Carefully remove, disassemble, or dismantle as required, and store in approved location on site, existing items to be reused in completed work.
- C. Remove all parts of building to be demolished. Use bracing and shoring where necessary to avoid collapse of structure. Erect dust chutes and use for removal of materials, rubbish, and debris as necessary.

### **3.4 CLEANING**

- A. Keep building and site reasonably clean, and sweep areas affected by demolition operations daily during performance of demolition.
- B. Promptly remove materials, rubbish, and debris from building and from property.

END OF SECTION

**SECTION 02233**  
**GRANULAR BASE**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Furnish and install granular base under exterior slabs-on-grade as described in Contract Documents.
- B. Related Sections
  - 1. Section 02001 - General Sitework Requirements
  - 2. Section 02520 - Base course under Portland cement concrete paving
  - 3. Section 02521 - Granular base under concrete site elements

**PART 2 PRODUCTS**

**2.1 GRANULAR BASE**

- A. Gravel - 1/4 inch minimum to one inch maximum well-graded, clean gravel or crushed rock.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- A. Place 4 inches minimum of granular base, level, and compact as specified in Section 02220.
- C. Do not allow water onto granular base prior to placing of concrete.

**3.2 FIELD QUALITY CONTROL**

- A. Notify Architect 2 days prior to installation of concrete to allow inspection of granular base installation.

END OF SECTION

## SECTION 02520

### PORTLAND CEMENT CONCRETE PAVING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Prepare pavement sub-base as described in Contract Documents to receive pavement base and paving.
  - 2. Furnish and install pavement base as described in Contract Documents.
  - 3. Furnish and install Portland cement concrete paving as described in Contract Documents.
- B. Related Sections
  - 1. Section 02001 - General Sitework Requirements
  - 2. Section 02220 - Compaction procedures and tolerances
  - 3. Division 07 - Quality of joint sealants including other contractual and installation requirements

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM D 1557-91, "Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort"

##### 1.3 SUBMITTALS

- A. See Section 01300.
- B. Shop Drawings - Submit joint layout plan for written approval prior to starting work on this Section.

##### 1.4 QUALITY ASSURANCE

- A. Pre-Installation Meetings
  - 1. See Section 01200.
  - 2. Schedule paving pre-installation meeting after surveying and staking of parking areas and installation of sleeves, but prior to installation of base and paving.

##### 1.5 SITE CONDITIONS

- A. Do not execute work during unfavorable conditions as specified below -
  - 1. Temperature below 50 deg F.
  - 2. Presence of free surface water.
  - 3. Over-saturated base and sub-base materials.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. Sub-base - As specified in Section 02220.
- B. Base - Road base type gravel or crushed rock, graded as follows -

<u>Sieve</u>	<u>% by Weight Passing Sieve</u>
1"	100
3/4"	85 - 100

#4	45 - 60
#10	30 - 50
#200	5 - 10 (non-plastic)

- C. Concrete
  - 1. Conform to applicable requirements specified in Section 03313 for exterior concrete with following modifications and additions -
    - a. Air Entrainment - 6-1/2%, plus or minus 1%
    - b. Water-Cement Ratio - 0.49 maximum by weight
    - c. Curing - Curing compounds may be used instead of moist curing.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Survey and stake parking surfaces to show grading required by Contract Documents.

### **3.2 INSTALLATION**

- A. Site Tolerances - Finished base course shall be true to line and grade within plus or minus 1/4 inch in 10 feet.
- B. Sub-Base - Fine grade parking surface area to grades required by Contract Documents. Compact as specified in Section 02220.
- C. Base
  - 1. 4 inches thick minimum after compaction.
  - 2. Compact to 95% minimum density as determined by ASTM D 1557.
  - 3. Remove or repair improperly prepared areas as directed by Architect.
- D. Paving Placement
  - 1. Apply soil sterilant immediately prior to placing concrete.
  - 2. Place, strike off, and consolidate concrete with mechanical finishing machine or vibrating screed.
    - a. Hand finishing methods may be used if approved by Architect.
    - b. If screed is used, carry 2 inches of concrete minimum in front of screed for full width of pavement.
    - c. Concrete may also be placed with slipform paver designed to spread, consolidate, screed, and float-finish concrete in one pass.
  - 2. Finish - Skid-resistant finish made with burlap drag or broom.
  - 3. Curing - See Sections 03 313 and 03 371.
  - 4. Joints -
    - a. Control -
      - 1) Depth shall be 1/4 slab thickness.
      - 2) Complete before shrinkage cracking occurs.
      - 3) Make continuous across slab unless interrupted by expansion or isolation joint. Extend through adjoining curbs, gutters, and sidewalks.
      - 4) Space not more than 12'6" apart in any direction.
      - 5) Control Jointing Methods -
        - a) Sawing - Begin sawing joints as soon as concrete has hardened enough to permit sawing without raveling.
        - b) Hand-Formed - Maximum edge radius shall be 1/4 inch.
        - c) Pre-molded joint former
      - 6) Do not seal control joints unless detailed on Drawings.
    - b. Expansion or Isolation -
      - 1) Use to isolate fixed objects abutting or within paved area. Joints shall contain premolded joint filler for full depth of slab.
      - 2) Space not more than 65 feet apart in any direction.
      - 3) Clean and seal before opening parking area to traffic.



### **3.4 PROTECTION**

- A. Do not open pavement to traffic for three days or until concrete reaches a compressive strength of at least 1800 psi, whichever is longer. Restrict traffic to passenger cars and light trucks for seven days. In all cases, obtain approval from Architect before allowing access to parking area by traffic.

END OF SECTION

## SECTION 02521

### CAST-IN-PLACE CONCRETE SITE ELEMENTS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Compact sub-base as described in Contract Documents.
  - 2. Furnish and install granular base and soil sterilant as described in Contract Documents.
  - 3. Furnish and install following cast-in-place concrete site elements as described in Contract Documents -
    - a. Curb, gutter, sidewalks
    - b. Stairs
    - c. Retaining walls
- B. Related Sections
  - 1. Section 02001 - General Sitework Requirements
  - 2. Section 02220 - Compaction procedures and tolerances

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM D 1751-83, "Specification for Preformed Expansion Joint Fillers for Concrete Paving & Structural Construction (Non-extruding & Resilient Bituminous Types)"

##### 1.3 QUALITY ASSURANCE

- A. Pre-Installation Meetings
  - 1. See Section 01200.
  - 2. Participate in pre-installation meeting specified in Section 02211.
  - 3. Schedule concrete site element pre-installation meeting after installation of sleeves, placing of base, and installation of forms, but before placing of concrete.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. Formwork - Meet requirements specified in Section 03110.
- B. Granular Base - Road Base type gravel or crushed rock, graded as follows -

<u>Sieve</u>	<u>Percent by Weight Passing Sieve</u>
1"	100
3/4"	85 - 100
#4	45 - 60
#10	30 - 50
#200	5 - 10 (non-plastic)
- C. Expansion Joints
  - 1. Manufactured commercial fiber type meeting requirements of ASTM D 1751 and 1/2 inch thick.
  - 2. Approved Manufacturers -
    - a. "Sealtight" by W R Meadows Inc, Elgin, IL (708) 683-4500
    - b. Equal as approved by Architect before bid. See Section 01600.
- D. Concrete - Meet requirements specified in Section 03313 for exterior concrete.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Sub-Base - Compact sub-base as specified in Section 02220.
- B. Granular Base - Place 4 inches minimum of granular base, level, and compact as specified in Section 02220.
- C. Joints
  - 1. Align joints of sidewalk and curb & gutter.
  - 2. Expansion & Contraction Joints -
    - a. Spacing -
      - 1) Sidewalks & Curbs - 50 feet on center.
      - 2) Retaining Walls - 36 feet on center.
    - b. Install so top of expansion joint material is 1/4 inch below finished surface of concrete.
    - c. No expansion joint required between curbs and walks parallel to curb.
    - d. Provide expansion joint at end of walks perpendicular to and terminating at curb.
  - 3. Scored Control Joints -
    - a. Spacing -
      - 1) Curbs - 10 feet on center.
      - 2) Sidewalks - 5 feet on center.
      - 3) Retaining Walls - 6 feet on center.
    - b. Control joints shall be approximately one quarter of concrete thickness.
- D. Finish
  - 1. Curb, Gutter, Sidewalks, & Stairs -
    - a. Standard Finishing -
      - 1) Broom finish.
      - 2) Round edges including edges formed by expansion joints.
      - 3) Remove edger marks.
    - b. Handicap Tactile Surfacing -
      - 1)
  - 2. Retaining Walls -
    - a. Immediately after removing forms, remove joints, marks, bellies, projections, loose materials, and cut back metal ties from surfaces to be exposed.
    - b. Point up voids with cement mortar, 1:2 mix, and rub exposed surface with carborundum to smooth, even surface.
- E. Special Requirements
  - 1. Sidewalks, Exterior Stairs, Ramps, & Landings -
    - a. Slope to drain.
      - 1) Slope sidewalks with transverse slope of 1/4 inch per ft in direction of intended drainage.
      - 2) Slope sidewalks away from building 3 percent minimum.
    - b. Dusting with cement not permitted.

### **3.2 FIELD QUALITY CONTROL**

- A. Inspection - To allow Architect's verification of grades and elevations, notify Architect three days minimum prior to placing concrete for specified concrete site elements.

END OF SECTION

## SECTION 02 527

### PRECAST CONCRETE PARKING BUMPERS

#### PART 1 GENERAL

Supplement - 02527

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Furnish and install precast concrete parking bumpers as described in Contract Documents.

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM A 615-90, "Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement"
  - 2. ASTM C 33-90, "Specification for Concrete Aggregates"
  - 3. ASTM C 150-89, "Specification for Portland Cement"

#### PART 2 PRODUCTS

##### 2.1 MANUFACTURED UNITS

- A. Parking Bumpers
  - 1. Precast concrete 3000 psi with cast openings for pins and chamfered edges. Free from pits and rock pockets.
    - a. Cement - ASTM C 150, Type II
    - b. Aggregates - ASTM C 33
    - c. Reinforcing Steel - ASTM A 615, Grade 60. Two bars #3 minimum, full length of bumper.
    - d. Calking Compound - As specified in Section 07 920 for sidewalks.
- B. Pins - Galvanized steel pipe 3/4 inch diameter, 24 inches long.

#### PART 3 EXECUTION

##### 3.1 INSTALLATION

- A. Install level with paving and aligned with sidewalks.
- B. Recess anchoring pins 1/2 inch below top of bumper. Calk hole to top of bumper.

END OF SECTION

## SECTION 02575

### PAVEMENT REPAIR

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Remove and replace paving and base in specific areas as described in Contract Documents.
- B. Related Sections
  - 1. Section 02001 - General Sitework Requirements

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM D 36-86 (1989), "Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)"
  - 2. ASTM D 113-86, "Standard Test Method for Ductility of Bituminous Materials"
  - 3. ASTM D 1557-91, "Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort"
  - 4. ASTM D 3407-78, "Standard Methods of Testing Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements"

##### 1.3 SUBMITTALS

- A. See Section 01300.
- B. Quality Assurance - Submit certification from manufacturer confirming crack sealant properties.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. Crack Sealant
  - 1. Homogeneous blend of asphalt cement and plasticizers combined in such a manner as to produce material with following properties -
    - a. Material shall pour readily and penetrate large cracks at temperatures below 400 deg F.
    - b. Cone Penetration at 77 deg F - 50 Maximum
    - c. Flow at 140 deg F when tested in accordance with ASTM D 3407 - 3 mm Maximum
    - d. Resilience at 77 deg F when tested in accordance with ASTM D 3407 - 50 percent Minimum
    - e. Softening Point when tested in accordance with ASTM D 36 - 210 deg F minimum.
    - f. Ductility at 77 deg F, 5 cm/min when tested in accordance with ASTM D 113 - 30 cm
    - g. Flexibility - 1/8 inch thick specimen of product conditioned to minus 20 deg F shall be capable of being bent to 90 deg angle over one inch mandrel in two seconds without cracking.
    - h. Asphalt Compatibility when tested in accordance with ASTM D 3407 - Pass
    - i. Curing - Product shall contain no water or volatile solvents and shall cure immediately upon cooling to sufficient viscosity to prevent tracking by traffic.
  - 2. Approved Manufacturers -

- a. Craico, Chandler, AZ
  - b. Koch Industries, Stroud, OK
  - c. Maxwell Products, Salt Lake City, Utah
- B. Base - Road Base type gravel or crushed rock, graded as follows -
- | <u>Sieve</u> | <u>Percent by Weight Passing Sieve</u> |
|--------------|--|
| 1"           | 100                                    |
| 3/4"         | 85 - 10                                |
| #4           | 45 - 60                                |
| #10          | 30 - 50                                |
| #200         | 5 - 10 (non-plastic)                   |
- D. Asphaltic Concrete
- 1. Asphalt Cement -
    - a. Meet requirements of ASTM D 3381, Viscosity grade (Original Asphalt) as follows -
      - 1) AC5 in cold climatic conditions
      - 2) AC10 in moderate climatic conditions
      - 3) AC20 in hot climatic conditions
  - 2. Aggregates -
    - a. Fine to coarse mineral aggregates with wear less than 40% as determined by ASTM C 131 and mineral filler suitable for pavement meeting following gradation requirements -
 

<u>Sieve</u>	<u>Percent by Weight Passing Sieve</u>
3/4"	100
1/2"	95 - 100
3/8"	80 - 95
#4	54 - 71
#8	38 - 54
#30	17 - 32
#200	3 - 8 (non-plastic)

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. One week prior to beginning crack repair operations, treat cracks with soil sterilant at maximum rate recommended by Manufacturer to kill existing weeds.
- B. After weeds have died, remove by using wire wheel on crack cleaner/edger.

### **3.2 CLEANING**

- A. Upon completion of repair operations, clean up and remove debris.

END OF SECTION

## SECTION 02580

### PAVEMENT MARKING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Furnish material and apply pavement and curb markings as described in Contract Documents.

##### 1.2 QUALITY ASSURANCE

- A. Regulatory Requirements - Paint handicap spaces to conform to ADA Standards and local code requirements.

##### 1.3 PROJECT/SITE CONDITIONS

- A. Environmental Requirements
  - 1. Apply only on dry surfaces and during favorable weather.
    - a. Atmospheric temperature above 50 deg F.
    - b. When temperature is not anticipated to drop below 50 deg F during drying period.
    - c. When damage by rain, fog, or condensation not anticipated.

#### PART 2 PRODUCTS

##### 2.1 MATERIAL

- A. Paint
  - 1. Acrylic emulsion or alkyd, non-reflectORIZED.
  - 2. Colors -
    - a. Yellow - Parking stripes, crosswalk stripes, and safety markings.
    - b. Blue & White - Handicapped markings.
    - c. Red - Fire lanes and no parking zones.
  - 3. Approved Manufacturers -
    - a. 442XX Traffic Marking Paint by Devoe, Louisville, KY (800) 654-2616
    - b. Hydrotherm Striping by Liquid Ceramics International Ltd, Albuquerque, NM
    - c. Pro-Mar Traffic Marking Paint by Sherwin-Williams, Cleveland, OH (800) 321-8194.
    - d. Paint meeting requirements of Fed Spec TT-P-1952B as approved by Architect before bidding. See Section 01600.

#### PART 3 EXECUTION

##### 3.1 PREPARATION

- A. Do not apply until new paving has cured 7 days minimum.
- B. Surfaces shall be dry and free of grease and loose dirt particles. Scrape and wire brush chipped or damaged paint on existing curbs.
- C. Perform layout with chalk or lumber crayon only.

##### 3.2 APPLICATION

- A. Site Tolerances

1. General - Make lines parallel, evenly spaced, and with sharply defined edges.
  2. Line Widths -
    - a. Plus or minus 1/4 inch variance on straight segments.
    - b. Plus or minus 1/2 inch variance on curved alignments.
- B. Provide two coat application, each coat with coverage of 150 sq ft/gal. Do not apply second coat within three hours minimum or until first coat is thoroughly dried, whichever is longer.

### **3.3 CLEANING**

- A. Remove drips, overspray, improper markings, and paint material tracked by traffic by sand blasting, wire brushing, or other method approved by Architect prior to performance.

END OF SECTION





## SECTION 03110

### CAST-IN-PLACE CONCRETE FORMWORK

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  1. Design, construction, and safety of formwork.
  2. Furnish and install required formwork ready for placing of concrete.
  3. Strip and dispose of formwork.
- B. Related Sections
  1. Section 03313 - Tolerances for placed concrete

##### 1.2 SUBMITTALS

- A. Quality Assurance/Control - Manufacturer's application instructions for form release agent.

#### PART 2 PRODUCTS

##### 2.1 COMPONENTS

- A. Forms - Wood, metal, or plastic as arranged by Contractor. Forming material shall be compatible with specified form release agents and with finish requirements for concrete to be left exposed or to receive decorative finish.
- B. Form Release Agents
  1. Chemically acting type
  2. Approved Manufacturers -
    - a. Crete-Lease 727 or 20-VOC by Cresset Chemical Co, Weston, OH (800) 367-2020
    - b. DEBOND Form Coating by L & M Construction Chemicals, Omaha, NE (800) 362-3331
    - c. Equal which will provide CCS-2 surface minimum as approved by Architect before bidding. See Section 01600.

#### PART 3 EXECUTION

##### 3.1 INSTALLATION

- A. Forms
  1. Assemble forms so forms are sufficiently tight to prevent leakage.
  2. Properly brace and tie forms.
  3. Provide temporary cleanouts at base of tall forms to facilitate cleaning and inspection.
  4. Make proper form adjustments before, during, and after concreting.
  5. Use new forms, or used forms that have been cleaned of loose concrete and other debris from previous concreting and repaired to proper condition. Provide smooth liner on forms used for concrete to be exposed if necessary to attain specified finish quality.
  6. Use metal cold joint forms when unable to place concrete for footings, foundations, and slabs in continuous pours.
- B. Accessories
  1. Provide for installation of inserts, templates, fastening devices, and other accessories to be set in concrete prior to placing.
  2. Position anchor bolts for hold-down anchors and columns and securely tie in place prior

to placing concrete.

- C. Form Release Agents
  - 1. Apply in accordance with Manufacturer's recommendations.
  - 2. Film thickness shall be no thicker than as recommended by Manufacturer to attain specified finish. Finish shall be of quality equal to CCS-1 or CCS-2 surface as defined by Cresset Chemical.
  - 3. Allow no release agent on reinforcing steel or footings.
- D. Form Removal - Removal of forms can usually be accomplished in 12 to 24 hours. If temperature is below 50 deg F or if concrete (stairs, beams, etc) depends on forms for structural support, leave forms intact for sufficient period for concrete to reach adequate strength.

END OF SECTION

## SECTION 03210

### CONCRETE REINFORCING STEEL

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Furnishing and installing reinforcing as described in Contract Documents.

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM A 615-90, "Standard Specification for Deformed & Plain Billet-Steel Bars for Concrete Reinforcement"

##### 1.3 SUBMITTALS

- A. See Section 01300.
- B. Quality Assurance/Control
  - 1. Provide reinforcing placement drawings.
  - 2. If requested by Architect, provide mill certificate.

##### 1.4 DELIVERY, STORAGE, & HANDLING

- A. Reinforcing steel shall be free of rust, scale, or other coating at time of delivery and placing. Properly protect rebar on site after delivery.
- B. Deliver bars separated by size and tagged with manufacturer's heat or test identification number.

#### PART 2 PRODUCTS

##### 2.1 MATERIAL

- A. Reinforcing Steel
  - 1. Rebars shall have grade identification marks and conform to ASTM A 615.
    - a. Grade 60 minimum, except dowels which are to be field bent Grade 40 minimum.
    - b. Bars shall be deformed type.
    - c. Bars shall be free of rust, scale, or other bond-reducing coatings.
- B. Rebar Spacing Blocks
  - 1. Approved Manufactured Types -
    - a. Single cover block with wire by Frank Co, Humbolt, TX
    - b. Equals as approved by Architect before bidding. See Section 01600.
  - 2. Other Approved Types -
    - a. Plain concrete blocks.

##### 2.2 FABRICATION

- A. Fabricate reinforcing steel according to "ACI Detailing Manual," 1988 edition, and details on Drawings.

#### PART 3 EXECUTION

##### 3.1 INSTALLATION

- A. Site Tolerances
  - 1. Provide following minimum concrete cover for reinforcement (ACI 318-89) -
    - a. Concrete cast against and permanently exposed to earth -
      - 1) Exterior Slabs on Grade (where shown) - 3 inches
      - 2) Interior Slabs on Grade - 3 inches
      - 3) Sections other than Slabs - 3 inches
    - b. Concrete Exposed to Earth or Weather -

- 1) #6 & Larger Bars - 2 inches
    - 2) #5 & Smaller Bars - 1-1/2 inches
  - c. Concrete not exposed to weather or in contact with ground -
    - 1) Slabs, Walls & Joists - 3/4 inches
    - 2) Beams & Columns -  
Primary Reinforcement, Ties, Stirrups, & Spirals - 1-1/2 inches
- B. Bend bars cold.
- C. Accurately place and support with chairs, bar supports, spacers, or hangers as recommended by "ACI Detailing Manual," 1988 edition, except slab on grade work. Support bars in slabs on grade and footings with specified rebar spacing blocks to maintain specified concrete cover.
- D. Dowel vertical reinforcement for columns or walls out of footing or structure below with rebar of same size and spacing required above.
- E. Securely anchor and tie reinforcing bars and dowels prior to placing concrete.
- F. Avoid splices of reinforcing bars at points of maximum stress. Lap bars 40 bar diameters minimum unless dimensioned otherwise on the Drawings.
- G. Run steel reinforcing bars continuous through cold joints.

END OF SECTION

## **SECTION 03220**

### **WELDED WIRE FABRIC**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Furnish and install welded wire fabric as described in Contract Documents for use in reinforcing slabs other than interior slabs-on-grade.

##### **1.2 REFERENCES**

- A. American Society For Testing And Materials
  - 1. ASTM A 185-90a, "Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement"

#### **PART 2 PRODUCTS**

##### **2.1 MATERIALS**

- A. Reinforcing
  - 1. Flat sheets of welded steel wire fabric for concrete reinforcement meeting requirements of ASTM A 185.
  - 2. Style - 6 x 6 - W1.4 x W1.4.
- B. Spacing Blocks
  - 1. Approved Manufactured Types -
    - a. Single cover block with wire by Frank Co, Humbolt, TX
    - b. Equals as approved by Architect before bidding. See Section 01600.
  - 2. Other Approved Types - Plain concrete blocks.

#### **PART 3 EXECUTION**

##### **3.1 INSTALLATION**

- A. Tie mesh together 2 feet on center minimum with 6 inch overlap.
- B. Support wire mesh sheets at 2 feet on center along edges and 2 feet on center minimum each way in field with spacing blocks to maintain mesh in center of slab.

END OF SECTION

## **SECTION 03 252**

### **ANCHORS & INSERTS**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Products Supplied But Not Installed Under This Section
  - 1. Concrete anchors and inserts not specified elsewhere.
- B. Related Sections
  - 1. General Conditions and Division 01 apply to this Section.
  - 2. Section 03 313 - Installation
  - 3. Division 05 - Quality of anchor bolts

##### **1.2 SUBMITTALS**

- A. Product Data
  - 1. Submit Manufacturer's product literature for each item.
- B. Quality Control Submittals
  - 1. Submit Manufacturer's installation recommendations for each item.

#### **PART 2 PRODUCTS**

##### **2.1 APPROVED MANUFACTURERS**

- A. The Burke Company, San Mateo, CA
- B. Dayton Superior Corp, Miamisburg, OH
- C. Gateway Engineering Company, Chicago, IL
- D. Richmond Screw Anchor Company Inc, Fort Worth, TX
- E. Or approved equal

#### **PART 3 EXECUTION**

##### **3.1 INSTALLATION**

- A. Space supports as required to prevent sagging of rebar.
- B. Install according to Manufacturer's instructions.

END OF SECTION

## SECTION 03 313

### NORMAL WEIGHT STRUCTURAL CONCRETE

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Furnish and install Project concrete work as described in Contract Documents.
  - 2. Quality of concrete used on Project but furnished under other Sections.
- B. Products Installed But Not Supplied Under This Section
  - 1. Inserts, bolts, boxes, templates, and fastening devices for other work, including those for bases only for Mechanical and Electrical.
  - 2. Concrete accessories.
- C. Related Sections
  - 1. Division 02 - Cast-in-place retaining walls
  - 2. Division 02 - Cast-in-place concrete site elements
  - 3. Division 02 - Portland cement concrete paving
  - 4. Division 02 - Laminated vapor barrier and granular base course under slabs
  - 5. Division 04 - Masonry columns and bond beams confined in hollow masonry units.
  - 6. Divisions 15 & 16 - Mechanical and electrical devices including boxes, conduits, pipes, hangers, inserts, and other work to be embedded in concrete work prior to placing.
  - 7. Furnishing of items to be embedded in concrete specified in Section involved.

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM C 33-90, "Specification for Concrete Aggregates"
  - 2. ASTM C 94-90, "Specification for Ready-Mixed Concrete"
  - 3. ASTM C 150-89, "Specification for Portland Cement"
  - 4. ASTM C 260-86, "Specification for Air-Entraining Admixtures for Concrete"

##### 1.3 SYSTEM DESCRIPTION

- A. Design Requirements
  - 1. Concrete elements of Project are designed to a value of 4500 psi.
- B. Performance Requirements
  - 1. For testing purposes, following concrete strengths at 28 days are required -
    - a. 4500 psi - Exterior, above or on grade concrete exposed to weather

##### 1.4 SUBMITTALS

- A. See Section 01 300.
- B. Shop Drawings
  - 1. Show dimensioned locations of anchor bolts for hold-down anchors and columns.
- C. Quality Control Submittals
  - 1. Delivery Tickets - Require mix plant to furnish delivery ticket for each batch of concrete. Keep delivery tickets at job-site for use of Owner or his representatives. Tickets shall show following -
    - a. Name of ready-mix batch plant
    - b. Serial number
    - c. Date and truck number
    - d. Name of Contractor



- e. Name and location of job
- f. Specific class or designation of concrete in conformance with that employed in job specification
- g. Amount of concrete
- h. Time loaded
- i. Type, name, and amount of admixtures used
- j. Amount and type of cement
- k. Total water content
- l. Size and weight of sand and aggregate

## 1.5 QUALITY ASSURANCE

- A. Pre-Installation Meeting
  - 1. See Section 01 200.
  - 2. Schedule meeting after placing of footings, installation of foundation forms, installation of reinforcing steel, and installation of anchors, inserts, and blockouts but prior to placing of foundation concrete.
  - 3. Review installation scheduling, coordination, and placement of items installed in and under floor slab.

## 1.6 PROJECT/SITE CONDITIONS

- A. Environmental Requirements
  - 1. Cold weather concreting procedures -
    - a. No frozen materials shall be used.
    - b. Forms, reinforcement, and fillers shall be free from frost. Place no concrete on frozen ground.
    - c. For temperatures below 40 deg F, maintain concrete at between 60 and 80 deg F when placing, and 50 deg F minimum for five days if regular concrete, or at 50 deg F for three days if high early strength concrete, or longer if determined necessary by Architect.
    - d. Housing, covering, or other protection shall remain in place for 24 hours after heat is discontinued.
    - e. Use of calcium chloride is not allowed.
  - 2. Hot weather concreting procedures -
    - a. Maximum concrete temperature allowed is 90 deg F in hot weather.
    - b. Cool aggregate and subgrades by sprinkling.
    - c. Avoid cement over 140 deg F.
    - d. Use cold mixing water.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Portland Cement - Meet requirements of ASTM C 150, Type V.
- B. Coarse Aggregates
  - 1. Meet requirements of ASTM C 33 or nonconforming aggregate which by test or actual service produces concrete of required strength and conforms to local governing codes.
  - 2. Aggregate shall be uniformly graded as follows -
    - a. Flat Work - Size #67 (3/4 inch to #4 or 3/4 maximum to 1/4 inch minimum).
    - b. All Other - Size #57 (One inch maximum to 1/4 inch minimum).
- C. Fine Aggregates - Meet requirements of ASTM C 33.
- D. Water - Clear, apparently clean, and potable.
- E. Admixtures - Except for air entraining agents specified below, use of admixtures is not allowed without written approval of Owner. Do not use calcium chloride.

- F. Air Entraining Agents - Meet requirements of ASTM C 260, except those containing chlorides may not be used.

## **2.2 MIXES**

- A. Mixer - Approved AGC Type or ready-mix equipment conforming to requirements of ASTM C 94, Article 10.
- B. Mixing of Concrete
1. Mix one minute minimum. Increase mixing time 15 seconds for each additional cubic yard of concrete or fraction thereof in excess of one cubic yard.
  2. Avoid use of excessive water. If water is added at Project site, do not exceed specified water/cement ratio and run mixer for 30 revolutions at eight to twelve RPM.
- C. Proportions
1. Exterior, above grade concrete exposed to weather -
    - a. Minimum weight cement per cu yd concrete - 564 lbs
    - b. Air Entrainment (plus or minus 1-1/2 percent) - 6 percent
    - c. Water/Cement Ratio - 0.45 maximum by weight
    - d. Slump - 4 inches maximum.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Inserts, bolts, boxes, templates, pipes, conduits, and other accessories required by Divisions 15 & 16 shall be installed and inspected prior to placing concrete.
- B. Install inserts, bolts, boxes, templates, pipes, conduits, and other accessories furnished under other Sections to be installed as part of work of this Section. Tie anchor bolts for hold-down anchors and columns securely to reinforcing steel.
- C. Remove water and debris from space to be placed.

### **3.2 INSTALLATION**

- A. Site Tolerances
1. ACI Standards shall govern concrete work except where specified differently.
  2. Variation from plumb -
    - a. 0 to 10 feet - 1/4" maximum
    - b. 20 feet or more - 3/8" maximum
  3. Variation in thickness - 1/4" to 1/2" standard, 5% for footings
  4. Variation in grade -
    - a. 0 to 10 feet - 1/4" standard, 1/8" for floor slabs
    - b. 10 to 20 feet - 3/8" standard, 1/4" for floor slabs
    - c. 40 feet or more - 3/4" standard, 3/8" for floor slabs
  5. Variation in plan -
    - a. 0 to 20 feet - 1/2"
    - b. 40 feet or more - 3/4" standard, plus 1/2" for footings.
  6. Variation in eccentricity - 2% for footings
  7. Variation in openings -
    - a. Size - plus 1/8"
    - b. Location - 1/4"
  8. Variation in stairs & landings -
    - a. Consecutive steps -
      - 1) Treads - 1/8"
      - 2) Risers - 1/16"
    - b. Flight of stairs -

- 1) Treads - 1/4"
- 2) Risers - 1/8"

B. Placing

1. Place as soon after mixing as possible. Deposit as nearly as possible in final position. Placing of concrete shall be continuous until a panel or section is complete.
2. Placing Rate - In order to avoid overloading of forms and ties, observe following rate of filling per hour for various air temperatures -
 

<u>Temperature</u>	<u>Rate of Fill/Hour</u>
40 deg F	2'
50 deg F	3'
60 deg F	4'
70 deg F	5'
3. Compact concrete in forms by vibrating and other means where required. Thoroughly work in concrete around reinforcing bars.
4. Do not embed aluminum in concrete.
5. Do not use contaminated, deteriorated, or retempered concrete.
6. Avoid accumulation of hardened concrete.
7. Locate construction joints where shown on Drawings to least impair strength of completed structure. Construction joints in foundation walls shall not occur within 6 feet of corner and be keyed.

C. Bonding Fresh and Hardened Concrete

1. Retighten forms.
2. Roughen surfaces.
3. Clean off foreign matter and laitance.
4. Wet but do not saturate.
5. Slush with neat cement grout.
6. Proceed with placing new concrete.

D. Special Requirements

1. Exterior Slabs -
  - a. Dusting with cement not permitted.
  - b. For continuous placing and where shown on Drawings, saw cut one inch deep control joints before shrinkage occurs.
2. Anchor Bolts - Place anchor bolts not tied to reinforcing steel immediately following leveling of concrete. Reconsolidate concrete around bolt immediately after placing bolt. Do not disturb bolts during finishing process.

E. Finishing

1. Rough - Top of slabs and stairs to receive ceramic tile.
2. Rubbed Finish, Exposed Foundation Walls -
  - a. Immediately after removing forms, remove joints, marks, bellies, projections, loose materials, and cut back metal ties from surfaces to be exposed.
  - b. Point up voids with cement mortar, 1:2 mix, and rub exposed surface with carborundum to smooth, even surface.
3. Steel Trowel Finishes, Interior Flatwork -
  - a. Float and steel trowel interior slabs after concrete has set enough to avoid bringing water and fines to surface.
  - b. If power troweling is used, get approval of finish from Architect.
4. Broom Finishes, Exterior Flatwork -
  - a. Broom finish exterior slabs.
  - b. Round edges including edges formed by expansion joints.
  - c. Remove edger marks.
5. No Special Finish - Beams, girders, and joists.

F. Curing

1. Keep concrete moist seven days minimum for regular concrete. Do not use concrete curing compounds without Architect's written approval. Curing compounds should not be used to replace moist curing.

### **3.3 FIELD QUALITY CONTROL**

- A. Inspection
  - 1. To allow Architect's verification of grades, notify Architect seven days minimum prior to placing foundation walls and building slabs.

### **3.4 PROTECTION**

- A. Protect concrete which has not received its initial set from precipitation to avoid excess water in mix and unsatisfactory surface finish.
- B. Protect concrete from damage and graffiti.

END OF SECTION

## **SECTION 05051**

### **BOLTING**

#### **PART 1 GENERAL**

##### **1.1 SUMMARY**

- A. Includes But Not Limited To
  - 1. Quality of structural bolts used on Project.
- B. Related Sections
  - 1. Furnishing and installing of bolts specified in Section concerned.

##### **1.2 REFERENCES**

- A. American Society For Testing And Materials
  - 1. ASTM A 36-90, "Specification for Structural Steel"
  - 2. ASTM A 307-91, "Specification for Carbon Steel Bolts and Studs 60,000 psi Tensile Strength"

#### **PART 2 PRODUCTS**

##### **2.1 MANUFACTURED UNITS**

- A. Bolts & Threaded Fasteners
  - 1. Anchor Bolts - Non-headed type meeting requirements of ASTM A 307, Grade A, unless otherwise specified.
  - 2. Anchor Rods For Steeple Base Connections - Conform with ASTM A 36.
  - 3. All Other Bolts - Conform with requirements of ASTM A 307, Grade A.

#### **PART 3 EXECUTION - Not Used**

END OF SECTION

## SECTION 05521

### HANDRAILS & RAILINGS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Furnish and install handrails as described in Contract Documents.
    - a. Type One -
      - 1) Exterior handrails and guardrails

##### 1.2 REFERENCES

- A. American Society For Testing And Materials
  - 1. ASTM A 53-90a, "Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless"
  - 2. ASTM A 501-89, "Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing"

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. Type One Handrail
  - 1. Handrails & Balusters - 1-1/2 inch outside diameter galvanized steel pipe, meeting requirements of ASTM A 53 or galvanized steel tubing meeting requirements of ASTM A 501.
  - 2. Pipe Sleeves - 2 inch diameter by 6 to 9 inches long galvanized steel pipe, meeting requirements of ASTM A 53 or galvanized steel tubing meeting requirements of ASTM A 501.
- B. Rail Setting Grout
  - 1. Approved Manufacturers -
    - a. Super Por-Rok by Hallemite, Div of Minwax, Montvale, NJ (800) 526-0495
    - b. Equal as approved by Architect before bidding. See Section 01600.
- C. Accessories - Supply necessary mounting hardware compatible with railing material to provide secure installation.

##### 2.2 FABRICATION

- A. Grind smooth welded joints and buff welds to same appearance as remainder of railing.
- B. Return pipe ends of wall mounted handrails.
- C. Cap pipe ends of handrails and guardrails as required.
- D. After fabrication, shop prime metal to be painted.

#### PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 07920

### SEALANTS & CALKING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Includes But Not Limited To
  - 1. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

##### 1.2 SUBMITTALS

- A. See Section 01300.
- B. Product Data
  - 1. Manufacturer's literature and installation recommendations for each Product.
  - 2. Schedule showing joints requiring sealants with backing and primer to be used.
- C. Quality Assurance/Control - Furnish certificate from Manufacturer indicating date of manufacture.

##### 1.3 DELIVERY, STORAGE, & HANDLING

- A. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
- B. Deliver and keep in original containers until ready for use.
- C. Do not use damaged or deteriorated materials.
- D. Store in a cool place, but never under 40 deg F.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

- A. Sealants
  - 1. Sealants provided shall meet Manufacturer's shelf-life requirements.
  - 2. Exterior Concrete -
    - a. Expansion joints in retaining walls.
      - 1) Dow Corning -
        - a) Primer - 1200
        - b) Sealant - 790
      - 2) General Electric -
        - a) Primer - SCP 3154
        - b) Sealant - Silpruf
    - b. Expansion joints in concrete sidewalks-
      - 1) Dow Corning -
        - a) Primer - 1200
        - b) Sealant -
      - 2) General Electric -
        - a) Primer - SCP 3154
        - b) Sealant -
  - 3. Color - As selected by Architect from Manufacturer's standard colors.
- B. Backing - Flexible closed cell polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.

## **2.2 MANUFACTURERS**

- A. Dow Corning Corp, Midland, MI (800) 622-0661, EX 40
- B. G E Silicone Products, Waterford, NY (800) 255-8886
- C. Ohio Sealants Inc, Mentor, OH (800) 322-3578
- D. Tremco, Beachwood, OH 44122 (800) 321-7906
- E. U S Gypsum, Chicago, IL (800) 964-4874

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

- A. Remove existing sealants where specified. Surfaces shall be clean, dry, and free of dust, oil, grease, dew, or frost.
- B. Apply primer.
- C. Joint Backing
  - 1. Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than 3/8 inch deep.
  - 2. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.

### **3.2 APPLICATION**

- A. Apply sealant with hand-calking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint.
- B. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface.
- C. Depth of sealant bite shall be 1/4 inch minimum and 1/2 inch maximum, but never more than one half or less than one fourth joint width.
- D. Do not apply calking at temperatures below 40 deg F.
- E. Calk opening perimeters unless indicated otherwise.

### **3.3 CLEANING**

- A. Clean adjacent materials which have been soiled immediately (before setting) as recommended by Manufacturer.

END OF SECTION



## **SECTION 08725**

### **LOW ENERGY POWER ASSIST DOOR OPERATORS**

#### **PART 1 - GENERAL**

##### **1.1 DESCRIPTION**

- A. This section specifies equipment, controls and accessories required to provide low energy power assisted automatic operation of swing doors. The door operator system shall be complete including operator, controls, door arm and operator enclosure (header and cover).

##### **1.2 RELATED WORK**

- A. Electric general wiring, connections and equipment requirements.

##### **1.3 MANUFACTURER'S QUALIFICATIONS**

- A. Power assisted door operators, controls and other equipment shall be products of a manufacturer regularly engaged in manufacturing such equipment for a minimum of three years.

##### **1.4 WARRANTY**

- A. Power assisted door operators, controls and other related equipment shall be subject to the terms of the "Warranty of Construction" Article of Section 01001, GENERAL CONDITIONS, except that the warranty period shall be two years in lieu of one year.

##### **1.5 MAINTENANCE MANUALS**

- A. In accordance with section 01010, GENERAL REQUIREMENTS Article titled "INSTRUCTIONS," furnish two copies of maintenance manuals and instructions on automatic door operators.

##### **1.6 SUBMITTALS**

- A. Manufacturer's literature and data describing operators, power units, controls, door hardware and safety devices.
- B. Shop Drawings:  
Showing location of controls and safety devices in relationship to each automatically operated door. This includes templates, wiring diagrams, fabrication details, anchorage and other information to providers of related work to coordinate the proper installation of the door operators.

##### **1.7 DESIGN CRITERIA**

- A. Power assisted automatic door equipment shall accommodate normal traffic as well as the weight of the doors.
- B. Equipment: UL approved and comply with applicable codes. Motors shall be rated minimum one-quarter horsepower and shall be single phase and 115 volts.
- C. Electrical Wiring; Provide wiring so that only a single power supply is required.

## 1.8 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. American National Standards Institute (ANSI):  
A117.1-98                      Guideline for Accessible and Usable Buildings and Facilities-  
   Providing Accessibility and Usability for Physically Handicapped  
   People
- C. Builders Hardware Manufacturers Association, Inc. (BHMA):  
156.19-02                      Power Assist and Low Energy Power Operated Doors
- D. National Fire Protection Association (NFPA):  
80-99                              Fire Doors and Windows  
101-03                              Life Safety Code

## PART 2 - PRODUCTS

### 2.1 OPERATORS

- A. Automatic door operators shall be for institutional doors and shall be electromechanical and surface mounted above the door to the header. The opening force shall be generated by a permanent magnet DC motor driving a combination spiral bevel/spur gear reducer and transmitted to the door through an arm linkage. Opening speed shall be adjustable and feature dual backcheck control allowing adjustment of backcheck speed and position. Closing shall be by spring force generated by a metal compression spring. The spring shall reduce manual opening force to not more than 67 N (15 lbf). The minimum diameter of spring wire shall be .007mm (172 in.). Under the specified design load of the door, the spring shall be capable of performing 2,000,000 cycles before fracture. Adjustable closing speed and fixed latch speed shall control the door in the closing cycle. The doors shall be operated manually at any time without damage to the operator or components.
- B. All operators shall have checking mechanism providing cushioning action at last part of door travel, in both opening and closing cycle. Operators shall recycle doors instantaneously to full open position from any point in closing cycle when control switch is reactivated.
- C. Operator shall be swinging type enclosed in housing. Operator shall open door by energizing motor and shall stop by electrically reducing voltage and stalling motor against mechanical stop. Door shall close by means of spring energy, and close force shall be controlled by gear system and motor being used as dynamic break without power. System shall operate as manual door control in event of power failure. Opening and closing speeds shall be adjustable.
  - 1. Swing Operator Housing: Housing shall be 140 mm (5-1/2 inches) wide by 150 mm (6 inches) high aluminum extrusions with enclosed end caps for application to 100 mm (4 inch) and larger frame systems. All structural sections shall have a minimum thickness of 3.7 mm (0.146 inch) and be fabricated of 6063-T5 aluminum alloy.
  - 2. Swing Power Operator: Completely assembled and sealed unit which shall include helical gear drive transmission, mechanical spring and bearings, all located in cast aluminum case and filled with special lubricant for extreme temperature conditions. A "DC" shunt-wound permanent magnet motor with sealed ball bearings shall be attached to transmission system. Complete unit shall be rubber mounted with provisions for easy maintenance and replacement, without removing door from pivots or frame.

3. Connecting hardware for swing overhead concealed type power operator shall have drive arm attached to door with a pin linkage rotating in a self-lubricating bearing and adjustable slide block, traveling in an interconnected track and top pivot assembly. Top track and pivot assembly shall be fabricated of steel. Door shall not pivot on shaft of operator.
4. Electrical Control: Operator shall have a self contained electrical control unit, including necessary transformers, relays, rectifiers, and other electronic components for proper operation and switching of power operator. Relays shall be plug-in type for individual replacement and all connecting harnesses shall have interlocking plugs. Control shall also include time delay for normal cycle. Swing door control shall include safe-swing circuit with optional switching which automatically limits power and slows door when approached from the doors swing area.

## **2.2 MICROPROCESSOR CONTROLS**

- A. The system shall include a multi-function microprocessor control providing adjustable hold open time (1 – 30 sec.), LED indications for actual position unknown, system status, open obstruction shutdown, activation signal, safety mat/sensor signal, Stop-and-Hold signal, and mode selector switches providing a means for easy field selection of the following functions: push-to-operate, latch assist and stack pressure. Control shall be capable of receiving activation signals from any device with normally open dry contact output.
  1. With push-to-operate function enabled, the control shall provide a means of initiating a self-start activation circuit by slightly pushing the door open at any point in the door swing.
  2. Latch Assist shall provide a two second impulse in the close direction to overcome restrictions with locking devices of pressure differentials, allowing the unit to operate in standard time delay mode, and permitting the door to close from the full open position after the hold time is satisfied. All activation modes shall provide fully adjustable opening speed.
- B. The door shall be held open by low voltage applied to the continuous duty motor. The control shall include an adjustable safety circuit that monitors door operation and shuts the motor off if an open obstruction is sensed. The control shall include a recycle feature the reopens the door if an obstruction is sensed at any point during its closing cycle. The control shall include a standard three position toggle switch with functions for ON, OFF, and HOLD OPEN.

## **2.3 ENCLOSURE**

- A. Operator shall be completely self-contained within an extruded aluminum housing (alloy 6063-T6) to conceal operator mechanism and mounting brackets and with removable access cover with an overall maximum size of 140 mm (5-1/2 inches) wide by 150 mm (6 inches) deep. Header color shall be integral color anodized/painted to match adjacent storefront/frame finish.

## **2.4 ACTIVATION DEVICES**

- A. Automatic: Opening cycle shall be activated by pressing switches with international symbol of accessibility and "PRESS TO OPERATE DOOR" engraved on the faceplate. Switches shall be installed in a standard 2-gang electrical wall box and placed in a location in compliance with ANSI A117.1. Switches may be wall mounted or mounted on a free standing post or guard rail.
- B. Manual: Push-to-operate; manually pushing the door shall activate the automatic opening cycle. Door shall automatically close after timer delay expires.
- C. Opening and closing force, measured 25 mm (1 inch) out from the lock stile of the door, shall not exceed 67 N (15 lbf) to stop the door when operating in either direction or cycle.
- D. Opening Time

Doors shall be field adjusted so that opening time to back check or 80 degrees, whichever occurs first, shall be 3 seconds or longer as required in Table 1. Backcheck shall not occur before 60 degrees opening.

Total opening time to fully open shall be as in Table II.

**E. Closing Time:**

Doors shall be field adjusted to close from 90 degrees to 10 degrees in 3 seconds or longer as required in Table 1.

1. Doors shall be field adjusted to close from 10 degrees to fully close position in not less than 1.5 seconds.
2. Doors shall be field adjusted to remain fully open for not less than 5 seconds.
3. Table 1 provides speed settings for various widths and weights of doors for obtaining results complying with this paragraph.

**F. Cycle Tests:**

1. Low Energy Power Operated, Low Energy Power Open and Power Assist Operators shall be cycle tested for 300,000 cycles.
2. Use the widest and heaviest door specified as a test specimen. Narrower or lighter doors of the same configurations shall then be considered to meet the cycle test requirements.

**Table 1**

Minimum Opening Time to Backcheck or 80 degrees, which ever occurs first and the Minimum Closing Time from 90 degrees to Latch Check or 10 degrees.

"D" Door Leaf Width- mm (inches)	"W" Door Weight in kg (pounds) Matrix Values are in seconds				
	(100) 45.4	(56.7) 125	(68.0) 150	(79.4) 175	(90.7) 200
(762) 30	3.0	3.0	3.0	3.0	3.5
(914) 36	3.0	3.5	3.5	4.0	4.0
(1067) 42	3.5	4.0	4.0	4.5	4.5
(1219) 48	4.0	4.5	4.5	5.0	5.5

Doors of other weights and widths can be calculated using the formula;

$T = DvW/133$  in US units     $T = DvW/2260$  in SI (metric) units

Where:    T= Time, seconds

          D= Door width, mm (inches)

          W= Door weight, kg (lbs)

The values for "T" time have been rounded up to the nearest half second.

These values are based on a kinetic energy of (1.25 lbf-ft).

**Table II**

Total Opening Time to Full Open Position

Backcheck at 60 degrees	Backcheck at 70 degrees	Backcheck at 80 degrees
Table 1 plus 2 seconds	Table 1 plus 1.5 seconds	Table 1 plus 1 second

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Note: To determine maximum times from close to full open, the operator shall be adjusted as shown in the chart. Backcheck occurring at a point between positions in Table II shall use the lowest setting. For example, if the backcheck occurs at 75 degrees, the full open shall be the time shown in Table 1 plus 1.5 seconds.

## **2.5 POWER UNITS**

- A. Provide separate self-contained electric circuits for automatic operators located on each floor of the building. Interruption or failure of power circuits for operators located on one floor of the building shall not interfere with continuous performance of automatic operated doors located on other floors. Capacity and size of power circuits shall be in accordance with automatic operator manufacturer's specifications.

## **2.6 SAFETY DEVICES**

- A. Time delay switches shall be adjustable between 5 to 60 seconds and shall control closing cycle of doors.
- B. Decals with sign "In" or "Do Not Enter" shall be installed on both faces of each door where shown and shall conform to the requirements of ANSI/BHMA A156.19-2002.
- C. Each swing door shall have installed a motion sensor to detect any person standing in the door swing path and prevent the door from opening.
- D. Motion sensors shall consist of detection modules, factory prepared to be attached to each side of the lock/strike stile, an armored flex link power cable and bracket assembly, factory prepared for attachment to the pivot stile; a logic board and a position encoder which shall mount to the operator. The detection modules shall contain transmitting and receiving diodes and sense multidimensional zones for detection of people and/or objects in the door area. Detection modules shall be high impact, shock resistant zinc castings with tinted lenses. The swing door sensor system shall provide complete operate and safety zone coverage. These zones shall be fully adjusted to meet specific jobsite conditions (sidewalls, adjacent panels, etc.) The system shall not be affected by ultrasonic, ambient light or radios frequencies within the vicinity of the swing door.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Manual controls and power disconnect switches shall be recessed or semi-flush mounted in partitions. Secure operator components to adjacent construction with suitable fastenings. Conceal conduits, piping, and electric equipment in finish work.
- B. Install power units in locations shown. Where units are to be mounted on walls, provide metal supports or shelves for the units. All equipment, including time delay switches, shall be accessible for maintenance and adjustment.
- C. Operators shall be adjusted and must function properly for the type of traffic (pedestrians, carts, stretchers and wheelchairs) expected to pass through doors. Each door leaf of pairs of doors shall open and close in synchronization. On pairs of doors, operators shall allow either door to be opened manually without the other door opening.
- E. Install controls at positions shown and make them convenient for particular traffic expected to pass through openings. Maximum height of push plate wall switches from finished floors shall be 40 inches unless otherwise approved by the Project Manager.

END OF SECTION